

# **412 RC Complex Official Release Agreement**

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter the "Release Agreement")

BY AGREEING TO THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY!

THAD STEVENS VFD 412 RC COMPLEX and their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees")

## **RC RACING**

In this Release Agreement, the term "RC RACING" shall include but is not limited to the operation of an RC vehicle, repair of an RC vehicle, marshalling, assisting with RC track maintenance and all activities including practicing, all services, all equipment and use of facilities either provided by myself, other racers, spectators or by the Releasees including club races, trophy races, day rentals, accommodation, food and beverage, water supply, compressed air, electricity, and all travel or movement around the grounds inside of or outside of vehicles and activities in the outdoors.

In this Release Agreement the term "RC" stands for "remote control" and will be referred to as RC from this point on. RC and RC RACING includes all aspects of this sport including nitro fuels, batteries and charging batteries, all moving and still components, and related activities with reference to RC Racing.

In this Release Agreement, the term "Negligence" includes the failure by the Releasees to use such care as a reasonably prudent and careful RC Track operators would use under similar circumstances, or breach of any other duty of care imposed by law.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH RC RACING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

## **NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID**

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

I am aware that participation in RC RACING involves many risks, dangers and hazards. I am aware

that the Releasees may fail to predict whether the environment around me is safe at all times due to, but not limited to change in weather, surface conditions, skill levels of other drivers, environments not inspected or expected, I assume all risks, dangers and hazards. These may include but are not limited to impact or collision with other persons and or equipment; negligence of other persons; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF RC RACING.

In consideration of the Releasees allowing me to participate in RC RACING and the use of the grounds as defined in this Release Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releasees and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in RC RACING, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIER'S LIABILITY LEGISLATION ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF RC RACING REFERRED TO ABOVE;

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in RC RACING.

This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my loss, injury, death or incapacity.

This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of Pennsylvania, where the RC RACING takes place and no other jurisdiction; and any litigation involving the parties to this Release Agreement shall be brought solely within Pennsylvania where the RC RACING takes place and shall be within the exclusive jurisdiction of the Courts of that state.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of RC RACING, other than what is set forth in this Release Agreement.

Before putting an RC vehicle on the track, you must sign an "Official Thad Stevens RC Track Release".

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No driving RC vehicles on the driveway. Not even for testing and not for getting your RC to the track. Please carry it. Why? If a vehicle ever had an electrical issue and ran out onto the roadway it could cause a traffic accident, not to mention the damage it could cause. Thank you for understanding.

Help us as we create a family friendly atmosphere, respectful to everyone. We are a non-profit organization and respect your beliefs and opinions. Everyone is given free will. We would ask that while you are here you always use considerate language and good sportsmanship toward others at all times. It will go a long way to help in creating an environment that we can all enjoy. Again, thank you. We know it is tough when language is a part of everyday work, but we really appreciate everyone's best effort!

No alcoholic beverages. It is not that we think it's wrong to have a beer and I'm sure on a summer day it would be nice to run your RC and have a cold one, but we are not licensed. Our insurance strictly prohibits patrons from drinking and using the RC track.

Anyone under 16 years old you **MUST** be accompanied by an adult, even if you are just spectating.

You are responsible for any and all damages or injury caused directly or indirectly from your actions while on the grounds.

Your individual membership pass is for one (1) person to use the track. You are permitted to bring up to 2 guests, and a fee per guest is required to be paid in the payment slot. Member registrant must be present.

Family Membership will allow two (2) adults and children under 17 years old.

Membership badge must always be displayed. (NO EXCEPTIONS). At any time an Official of Thad Stevens VFD/412 RC Complex can stop and ask to see your membership badge. If it is expired, you will be asked to leave, or you can renew your membership.

Memberships can be purchased on Tuesday Evenings from 7 pm-9 pm or by simply printing and mailing you application and release agreements to 2797 Robinson Blvd. Pittsburgh PA 15235.

You agree to report any trespassing, theft, abuse, or misuse of anything that you witness while on the property, immediately to the emergency contact number (all reports are confidential) (412) 731-2222 or emailing 412RCCOMPLEX@gmail.com

Your membership or day pass access to 412 RC Complex may be revoked upon deliberate, intentional or incidental failure to comply with the rules in this waiver or for anything deemed to be inappropriate behavior at the discretion of the Thad Stevens VFD/ 412 RC Complex Staff.

At all times you are responsible for keeping the grounds tidy. Please use ash trays, garbage and recycle bins and clean up ALL debris from your work area before leaving the grounds.

All video and photography taken on the grounds is property of Thad Stevens VFD/412 RC Complex and may not be used for commercial purposes without the expressed written consent from Thad Stevens VFD/ 412 RC Complex.

Children under the age of majority must be accompanied by an adult and are not allowed on the track surface unless approved by their parent or guardian and that parent or guardian is confident

that the minor child knows and understands the risks and has been properly instructed and trained. I agree to inform my guests of the rules while they are visiting 412 RC Complex. I understand that I am responsible for their actions while they are my visitor at 412 RC Complex

Track is open Sunrise to Sunset Daily. Track is closed on Rain Days, Snow Days, and for scheduled maintenance or events.

By signing "I have read and agree to this Official Release Agreement" below:

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO AGREEING TO IT, AND I AM 18 YEARS OLD OR OLDER, AND I AM AWARE THAT BY AGREEING TO THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

If the person registering is UNDER THE AGE OF 18 years and considered a minor, signing below must be done by the parent or legal guardian of the minor child, and the parent or legal guardian is, by checking the box below, entering into an indemnification agreement agreeing to reimburse THAD STEVENS VFD, 412 RC Complex; and, their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors and assigns, organizers, staff and/or volunteers for any damages, legal fees or other costs incurred in defending a lawsuit brought against by or with relationship to the minor child listed above.

PRINT NAME: \_\_\_\_\_

SIGN NAME: \_\_\_\_\_

YOUTH'S NAME: \_\_\_\_\_

DATE: \_\_\_\_\_