

UNITED STATES ADVENTURE RACING ASSOCIATION



507 A LUTHER DRIVE
GEORGETOWN, TEXAS 78628 512-873-1205

USARA EVENT SANCTIONING AGREEMENT

EVENT NAME DATE(S)

EVENT LOCATION

EVENT ADDRESS

CITY STATE ZIP

EVENT ORGANIZER/PROMOTER

PROMOTER'S ADDRESS

CITY STATE ZIP

TELEPHONE (W) (H)

WEBSITE

E-MAIL

DISCIPLINES INVOLVED

This sanction agreement ("Agreement") is made between the following entities: United States Adventure Racing Association, Inc., ("USARA"), a Texas corporation; _____, the race promoter(s) or directors of the _____ (the "Event"); and all other persons or entities connected with the production of the Event and appearing as signatories to this Agreement. (All such race promoter(s), race director(s), and other signatories are referred to herein individually and collectively as "Race Director")

In consideration of the mutual concerns and promises set forth below, the adequacy of which is hereby acknowledged, USARA and Race Director agree as follows:

This sanction Agreement is given by the undersigned Applicant for the benefit of United States Adventure Racing Association, Inc., ("USARA"), and its respective divisions and associations, employees, agents, members, sponsors, promoters and affiliates (collectively "Releasees").

I acknowledge that adventure racing is an inherently dangerous sport in which I am promoting and that USARA, Inc. and its associations are corporations formed to advance the sport of adventure racing, the efforts of which directly benefit me. In consideration of and as a condition of my EVENT PERMIT and the issuance of an EVENT PERMIT to me by USARA, Inc. I individually and on behalf of my heirs, executors, administrators, legal representatives, successors and assigns, release and forever discharge, hold harmless, indemnify, including as to attorney fees, and promise not to sue Releasees on, from or against, and waive, any claims, damages, expenses or demands arising directly or indirectly from or attributable in any way to the negligence, action or failure to act of any one involved in connection with the sponsorship, organization or execution of this adventure racing or sporting event. It is understood and agreed that USARA, Inc. makes no warranties, expressed or implied, to the organizing or promoting entity, to entrants, competitors, or spectators, or to any other person. USARA, Inc. and its member associations are not promoting organizations. I understand any permit issued by USARA, Inc. is not assignable to another event. Every term and provision in this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

I acknowledge that all participants in the USARA, Inc., permitted event must have a current USARA Racing License.

Race Administration. Race Director agrees, covenants, warrants, and represents that Race Director shall follow and ensure that the Event complies with all USARA's management criteria, safety guidelines, rules, regulations, policies, directives, decisions, and all procedures set forth in the USARA Sanction requirements entitled "USARA Minimum Event Sanctioning Requirements." Race Director shall collect, as trustee on behalf of USARA, all required license fees, single event license fees, release forms, and shall deliver such items to USARA within the time period set forth in this sanction application.

Safety Guidelines. It is expressly understood and acknowledged by Race Director that the requirements, standards, and guidelines established by USARA are intended to provide for the orderly administration of the Event and are not intended to guarantee the safety of participants. Race Director acknowledges that the safety considerations may or may not require that additional precautions or measures be taken beyond the minimum requirements established by USARA, and Race Director agrees to take measures to promote and conduct the safest event possible.

Legal Claims and Event Records. Race Director hereby covenants and agrees to cooperate in good faith with USARA and its agents in the event of any personal injury claims or other legal actions arising out of the Event and to maintain adequate business records for the Event for a period of at least six (6) years after the Event and to provide USARA access to such records. Business records include, but are not limited to, participant waiver forms, facility use agreements, vendor certificates of insurance, race participant census data, and accounting records.

No Warranties or Agency. It is understood and agreed that USARA makes no warranties, express or implied, to the Race Director, or other race promoters, sponsors, participants, volunteers, spectators, or any other person or entity related in any way to the Event. Under no circumstances shall Race Director act as the agent of USARA. There is no intent to create an agency, partnership, or joint venture relationship between USARA and the Race Director of the Event.

Warranty of Information. Race Director warrants that all the USARA Minimum Event Sanctioning Requirements for sanctioning with the USARA will be complied with and that all information listed under Event Description of the Sanctioning Application is true and correct. Falsifying or misrepresenting information in the Sanctioning Application will result in either voiding or reducing the amount of insurance coverage available to the Race Director or Event as part of USARA's sanctioning of the Event.

If any statement set forth in the sanction application or any representation made to USARA in connection with the sanction application subsequently becomes untrue prior to the competition of the Event, Race Director shall immediately notify USARA in writing of the change in circumstances.

Indemnification. Each Race Director (as defined above), personally, and on behalf of all affiliated or related entities connected in any way with the promotion or administration of the Event, hereby, jointly and severally, indemnifies and agrees to defend and hold harmless United States Adventure Racing Association, its officers, directors, employees, and agents for and against any and all claims, liabilities, demands, obligations, debts, costs of litigation, attorney's fees, or other expenses related to or arising out of the organization or conduct of an Event that does not meet the minimum sanctioning requirements outlined in the USARA Minimum Event Sanctioning Requirements and agreed to under "Race Administration of this Agreement."

Grant of Sanction. Provided that the Race Director and the event comply with all the terms and conditions of this agreement, USARA shall sanction the Event. USARA may terminate the Event's sanction at any time if a Race Director or the Event fails to comply with any of the terms of this Agreement.

Insurance. USARA may process Race Director's application for insurance by delivering Race Director's application materials to USARA's insurance agent. It is expressly understood that USARA is not acting as an insurer or insurance agent. USARA makes no representations or warranties with respect to the insurance coverage, and Race Director shall read and be bound by the written terms of the insurance policy and certificates of insurance.

Modifications. This agreement represents the entire agreement between both parties with respect to the sanctioning of the Event. No modification or amendment of this Agreement or waiver of any provision of this agreement shall be valid unless it is set forth in writing and signed by the party to be charged.

I agree to return all USARA applications and license fees within 14 days of the completion of my event. If I fail to return the aforementioned items within the 14 day grace period, I agree and authorize the USARA to charge a fee of \$2000.00 or \$35.00 for each event participant, whichever amount is greatest to my credit card. The fee will be charged to the same credit card used to purchase insurance for this event.

Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Texas.

WHEREFORE, intending to be legally bound by the terms hereof, the undersigned have executed this Agreement on the date set forth to their respective signatures.

INDIVIDUAL RACE DIRECTORS

Printed or typed name

Printed or typed name

Signature

Date

Signature

Date

BUSINESS ENTITIES: (if party other than race director owns event)

By: _____
Date

By: _____
Date

Position: _____

Position: _____