

SMKA Application Checklist

1. SMKA membership application _____
2. Release and Waiver of Liability _____
3. SMKA General Rules & Guidelines _____
4. Annual Minor Release (if applicable) _____

- **New members-** New members please contact us and coordinate through **race@smka.org** to arrange a time to process your new membership and issue you a key card.
- **Renewals-** Existing members may submit renewals in person or may be mailed to the PO box.

SMKA
PO Box 572
Santa Maria, CA 93456

SANTA MARIA KARTING ASSOCIATION

2024 TRACK MEMBERSHIP APPLICATION

Annual Membership Dues 2024	
Primary Member (Age 18+)	\$450
Additional Members from same household (spouse and/or Children/grandchildren under 18)	\$50

Primary Member	Age	Fee
		<u>\$450</u>
_____	_____	
Additional Members		
_____	_____	_____
_____	_____	_____
_____	_____	_____
		<u>Total-</u>

Street	City	State	Zip
_____	_____	_____	_____

Cell Phone	Email
_____	_____

Emergency Contact Name: _____ **Phone:** _____

Gate Code

As a member you will receive a combination to the front gate, and a key card for the second inside gate. The front gate must remain closed and locked at all times. Please do not leave the gate open or unlocked behind you. DO NOT share the gate combo with anyone or it may result in your membership being suspended. The front gate combo will be changed periodically throughout the year and members will be notified via email.

SANTA MARIA KARTING ASSOCIATION, INC. (SMKA)
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of the ability to participate in the go kart, motorsports activities, affiliated activities and events operated and hosted by Santa Maria Karting Association, Inc., including, without limitation, being permitted to race, drive, compete, train, practice, officiate, observe, work for, or being permitted to enter for any purpose any Restricted Area (herein defined as including but not limited to the racing surface, pit areas, infield, burn out area, approach area, shut down area, and all walkways, concessions and other areas appurtenant to any area where any activity related to the event shall take place) (hereinafter collectively "Events"), THE UNDERSIGNED, for himself/herself, themselves, their minor child(ren), their personal representatives, heirs, and next of kin hereby:

1. **RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** Santa Maria Karting Association, Inc., its officers or directors, track operators, promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track owners, officials, kart owners, motorcycle owners, drivers, pit crews, any persons in any Restricted Area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Events and each of them, their officers and employees, (hereinafter collectively "Releasees"), from all liability to the UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the UNDERSIGNED, whether caused by the negligence of the Releasees or otherwise while the UNDERSIGNED is in or upon the Restricted Area, and/or, competing, officiating in, observing, working for, or for any purpose participating in any Events.

2. **AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them from any loss, liability, damage or cost they may incur (including attorneys' fees and court costs) arising out of or related to the UNDERSIGNED'S participation in the Events in any way or related to UNDERSIGNED'S presence in or upon any Restricted Area even if cause by the ordinary negligence of the Releasees. UNDERSIGNED also hereby agrees to defend, indemnify, and save and hold harmless the Releasees from any loss, liability, damage or cost (including attorneys' fees and court costs) caused by or arising out of any action or failure to act by UNDERSIGNED during or in connection with UNDERSIGNED'S participation in the Events in any way, and/or arising out of Undersigned's improper, tortious, and/or criminal conduct. Undersigned also agrees to pay Releasees for any and all damage to Restricted Area caused by UNDERSIGNED.

3. **ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** while in or upon the Restricted Area and/or participating in any Events. UNDERSIGNED acknowledges that there are inherent dangers related to the Events, which include, but are not limited to, the risk of collisions between other vehicles, persons and/or stationary natural or manmade object; being struck by objects or equipment; fire; explosion; the unavailability of emergency medical care; and/or the improper acts or conduct of other persons and that UNDERSIGNED shall not participate in any Events or enter any Restricted Area if under the influence of drugs or alcohol, are pregnant, or suffering from any physical condition that may impair their ability to understand instructions or to participate without creating risk to others or themselves. UNDERSIGNED acknowledges that they have been informed that their personal safety cannot be guaranteed. UNDERSIGNED further acknowledges that they have read and understand Santa Maria Karting Association's rules and regulations and the rules and regulations of any governing body or agency hosting or organizing the Events and accept full responsibility for obeying the rules and all other posted rules and warning signs. UNDERSIGNED agrees and represents that they have, or will immediately upon entering any of such

Restricted Areas, and will continuously thereafter, inspect such restricted area or areas and participation, if any, in the event constitutes an acknowledgement that they have inspected such restricted area and that they find and accept the same as being safe and reasonably suited for the purpose of his use, and that if, at any time, they are in or about Restricted Areas and they feel anything to be unsafe, they will immediately advise the officials of such and will leave the Restricted Areas.

4. **AGREES TO PAY THEIR OWN MEDICAL EXPENSES.** UNDERSIGNED acknowledges, accepts, and assumes the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that they whether known or unknown, which might contribute to or exacerbate any injury or illness that they might sustain as a result of participating in any Events. UNDERSIGNED acknowledges and agrees that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical/occupational therapy) is required or performed as a result of any injury they sustain while participating in any Events, such assistance shall be at my own expense.

5. **SEVERABILITY.** This agreement is intended to be as broad and inclusive as is permitted by law, and it is intended to be fully severable. If any portion of this agreement is held invalid, it is agreed that the balance the agreement shall continue in full legal force and effect. That shall include modifying the agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. This agreement is to be interpreted and enforced under the laws of the States of California.

6. **PARENTAL CONSENT.** If executing on behalf of a minor under the age of 18, the UNDERSIGNED hereby warrants that they are the parent or legal guardian of the minor, and represents and warrants that they have the full, complete and unrestricted legal right, power and authority to sign this agreement on behalf of the minor. UNDERSIGNED signs this agreement on their own behalf and on behalf of their minor child, and it shall be binding as to their minor child, whether signed by one or more parents or guardians.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

****** ALL MEMBERS MUST BE LISTED AND SIGN ******
(LEGAL GUARDIAN MUST SIGN FOR MINORS)

NAME	SIGNATURE	AGE	DATE

SANTA MARIA KARTING ASSOCIATION GENERAL RULES & GUIDELINES

Hours of Operation

SMKA is open for use to members all year long from sunrise until sunset, except during special events. Please check the calendar at www.smka.org prior to your travels and for full event schedules.

Gates

DO NOT share the combination to the front gate with non-members or suspension of your membership may result. The front gate **MUST** remain closed and locked at all times as you are accessing airport property. Any access other than proceeding directly to the track is considered trespassing on airport property.

Camping

No overnight camping is allowed except during special events when explicitly stated.

Track Sign In

All parties MUST sign the Release and Waiver of Liability each time they arrive at the track. Please be sure to write the date and "SMKA practice day" under description of the event. There is a white form for adults, and a separate pink form for minors. It is very important that all parties complete this paperwork each time the track is used. The forms are located in the drop box on the side of the sea container near the entrance of the grid.

Guests

SMKA members may bring guests to the track. The track use fee for guest drivers is \$60/day, or \$10/day for non-driver guests. All parties including guest drivers / non-drivers must sign the release and waiver of liability to be on track property. Waivers and payment may be deposited in the drop box near the grid entrance. It is the responsibility of the club member to ensure that their guests are following all club/track rules at all times. Failure to do so may result in suspension of membership.

Safety

All drivers must wear proper safety equipment when using the track. This includes a full-face helmet, neck brace / collar, driving suit or heavy abrasion resistant jacket and pants (jeans are acceptable), gloves and close toed shoes/boots. **Children 12 years and under MUST wear a karting specific chest and rib protector.**

General

Observe and adhere to all posted information, safety is the top priority, and it is the responsibility of all of our members to ensure that everyone is using the track safely and responsibly. As members of SMKA, it is our responsibility to treat our track and facilities respectfully and care for them in a way that allows SMKA to continue to exist for generations to come.

I have read the above information and agree to abide by the General Rules & Guidelines. I understand a failure to comply with rules and guidelines can result in termination of membership.

Name _____ Date _____ Signature _____