



MENA ROTAX MAX CHALLENGE ENTRY FORM 16-20 NOVEMBER 2021

Fill out the **ENTRY FORM** below and email to maridel@omanauto.org including the following

- Passport Copy Licence Copy Start Permission Driver Photo

CATEGORY

ROTAX 125 MICRO MAX ROTAX 125 SENIOR MAX
 ROTAX 125 MINI MAX ROTAX 125 DD2
 ROTAX 125 JUNIOR MAX ROTAX DD2 MASTER

COUNTRY _____

NATIONALITY _____

DRIVER INFORMATION
MANDATORY

Name of Driver: _____ Date of Birth: _____
Licence Grade: _____ Licence No. : _____
Email: _____ Mobile No. : _____
Transponder No: _____ Fax. No. _____
Passport _____ Landline: _____
Address: (Street, P.O. Box, City, Country) _____

ENTRANT INFORMATION
IF APPLICABLE

Name : _____ Date of Birth: _____
Licence No.: _____ Landline: _____
Email: _____ Mobile No. : _____
Address: (Street, P.O. Box, City, Country) _____ Fax. No.: _____

GUARDIAN
UNDER 18 YRS. ONLY

Name : _____ Date of Birth: _____
Mobile No. : _____ Passport No.: _____

Entries will not be considered unless accompanied by a photo of the driver, a copy of competition license (and entrants license if applicable), the official Start Permission and a copy of the driver's passport.

ENTRY FORM / DRIVERS - ENTRANT - GUARDIAN DECLARATION / WAIVER MENA KARTING CHAMPIONSHIP 2021



WAIVER/ RELEASE OF LIABILITY / DRIVERS DECLARATION
READ THIS CAREFULLY - IT AFFECTS YOUR RIGHTS!

The undersigned ("Driver") for him/herself, their heirs, assigns and legal representatives, hereby expressly agrees to waive, release and covenant the following:

Assumption of Risks

Assume any and all risks and damages, occurrences, accidents involved in or arising from Driver's use of or presence upon the facilities (especially the track, the Facilities), including without limitation, death, bodily injury or property damage resulting from collision between a vehicle with another vehicle, or a person or a stationary object, skidding, overturning sudden stops, braking or acceleration, fire or explosion, the unavailability of emergency medical care, or the negligent or deliberate act of another person.

Release

Release Oman Automobile Association ("OAA") and Al Ain Raceway ("AAR") organisers of the MENA Karting Championship 2020, their parent, subsidiaries, successors or predecessors in interest, assigns, or any related or affiliated entities, franchises, officers, directors, employees, agents representatives, attorneys, insurers, insurance adjusters, insurance agents and brokers (the "Released Parties") from, and AGREES TO WAIVE AND COVENANT NOT TO SUE them on account or in connection with any and all actions, causes of action, claims, demands, injuries, damages, losses, costs, expenses, compensation, rights, debts, liabilities, obligations, disputes, controversies, and payments of every kind and character, known or unknown, existing or contingent, latent or patent, regarding, arising from, on account of, growing out of, or in any way related to, the Driver's/Spectator's or any other third parties use of or presence upon the Facilities, the conduct of the Released Parties, or on Driver's own conduct, whether or not due to the Driver's own negligence, acts, or omissions, or the negligence, acts or omissions of other third parties, or the Released Parties, for any and all known and unknown personal injuries, death, disabilities, damages, or intangible damages occurring at the time hereafter.

Waiver

Waiver the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. Acknowledgement and agreement that no representation or warranty of any kind or nature whatsoever has been given to the undersigned regarding the condition of any Facilities or equipment. Agreement that the Released Parties shall not be liable for any alleged negligence pertaining to the condition of the Facilities and/or equipment.

Acknowledgement and Agreement that the participation in the MENA Karting Championship 2020 ("MENA KC") is made in full compliance with all Event Regulations and any decisions of the Released Parties (and/or its representatives) and/or the Panel of Stewards of the MENA KC (altogether the "Decision-Makers") will be accepted at all times, hence no legal claims whatsoever will be asserted by the undersigned against the Decision-Makers on the basis of decisions made in accordance with the Event Regulations.

Indemnification

Indemnify and defend OAA, AAR and the Released Parties against and hold them harmless from any and all claims, demands, actions, causes of action, liability, losses, damages, costs, expenses and reasonable attorneys' fees, which the Released Parties may incur in any way related to the Driver's conduct, Driver's use of or presence upon the Facilities or participation in the MENA KC including without limitation the negligence, if any, of OAA, AAR or the Released Parties.

Payment

Pay for any and all damages to the Facilities caused by the Driver negligently, willfully or otherwise.

I acknowledge and I understand that engaging in motor sport is a hazardous activity. I voluntarily participate in these activities with knowledge of the danger involved, the risks of serious bodily injury, illness, death, damage or loss to myself, my property and to third parties and their property. I expressly declare and agree to assume the entire risk of any and all damages, occurrences, accidents and personal injury, including but not limited to disability or death, that I may suffer while participating in the MENA KC, whether identified in this waiver to indemnify or not, even if caused in whole or in part by the negligence of the Released Parties:

In signing the foregoing Waiver and Release of Liability Agreement I acknowledge and represent:

- I am at least 18 years of age (if under 18 years legal representative to co-sign)
- I am not pregnant
- I have not consumed alcohol or drugs which may affect my ability to drive a kart in a safe manner;
- I do not suffer from a heart condition, high blood pressure or other medical conditions, which may be aggravated by my operating a kart;
- I have taken notices of and will obey all rules and regulations of Fast Lanes, safety guidelines and acknowledge that such safety guidelines apply in all cases to the undersigned.
- I have read the regulations for this event and agree to be bound by them

Driver or Parent/Guardian : _____

In consideration of the acceptance of this entry to take part in this event, I agree to waive, hold harmless and keep indemnified OAA, AAR, all sponsors and their respective officials, marshals, servants, representatives or agents or any firm, government agencies or individual connected with the organisation of the event from and against all actions, claims, costs, expenses and demand in respect of death, injury, loss or damage to the person or property of myself, my driver(s) or pit crew (as the case may be) howsoever caused arising out of or in connection with this entry or my taking part in this meeting, notwithstanding that same may have been contributed to or occasioned by the negligence of the said bodies, their officials, servants, representatives or agents. In consideration of me being permitted to participate in this meeting, I hereby undertake not to make any demand or claim of any kind whatsoever against any other contestant in this meeting, or against any official engaged in the organisation or running of the said races arising out of any damage, injury or death that may occur during practice, racing or anytime during the course of the Meeting, howsoever caused. I understand that should I, at any time during the event, be suffering from any disability whether permanent, temporary or otherwise which is likely to affect prejudicially my normal control of my kart, I may not take part unless I have declared such disability to the Clerk of the Course who will then consider whether I may be permitted to drive or not, and give his decision in writing.

I acknowledge and agree and grant permission to OAA and AAR to use my name, voice, photograph, likeness, performance taken or recorded at the MENA KC and to reproduce, edit, distribute, perform and publish such for advertising, promotional and other purposes in any media (print, promotional, internet, video, or otherwise) of any kind throughout the world in perpetuity without notice, further consent or payment of any kind. I hereby waive any right that I may have to inspect and/or approve the finished product or the advertising copy that may be used in connection therewith. I hereby release, discharge and agree to hold harmless OAA, AAR, their affiliated companies and employees and / or executives from any and all liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture, or in any processing tending towards the completion of the finished product, unless it can be shown that they and the publication thereof were maliciously caused, produced and published solely for the purpose of subjecting me to conspicuous ridicule, scandal, reproach, scorn and indignity. If any provision of this waiver is declared unenforceable or invalid such provision shall be replaced with an enforceable provision that will achieve the objective purposes of this waiver. In case of any disputes Oman law shall apply. Place of jurisdiction is Muscat. I have read and I understand this Waiver/Release of Liability/Drivers Declaration ("Declaration"). I understand that by providing this Declaration I surrender valuable rights. I do so freely and voluntarily. I declare that I have not been influenced to any extent whatever in making this release by any representations or statements regarding the activity, or any other matters.

NAME OF DRIVER: _____

DATE: _____ SIGNATURE: _____

For minors:

NAME OF PARENT/GUARDIAN: _____

DATE: _____ SIGNATURE: _____

INDEMNITY BY PARENT / GUARDIAN

(to be signed if driver is below 18 years of age. Please show proof of age)

In consideration of the above named driver being permitted to compete in this event, I, being the parent/legal guardian agree to waive, hold harmless and keep indemnified OAA, AAR, all sponsors and their respective officials, marshals, servants, representatives or agents or any firm, government agencies or individual connected with the organisation of the event from and against all actions, claims, costs, expenses and demand in respect of death, injury, loss or damage to the person or property of myself, my driver(s) or pit crew (as the case may be) howsoever caused arising out of or in connection with this entry or my taking part in this meeting, notwithstanding that same may have been contributed to or occasioned by the negligence of the said bodies, their officials, servants, representatives or agents.

NAME OF GUARDIAN: _____ DATE: _____

SIGNATURE: _____ PASSPORT NO. _____

ENTRANT'S DECLARATION

(If Applicable)

I have read the regulations issued for this event and agree to be bound by them. I declare that to the best of my belief the driver possesses the standard of competence necessary for an event of this kind to which this entry relates. In consideration of the above named driver being permitted to compete in this event, I, being the official entrant for this driver agree to waive, hold harmless and keep indemnified OAA, AAR, all sponsors and their respective officials, marshals, servants, representatives or agents or any firm, government agencies or individual connected with the organization of event from and against all actions, claims, costs, expenses and demand in respect of death, injury, loss or damage to the person or property of myself, my driver(s) or pit crew (as the case may be) howsoever caused arising out of or in connection with this entry or my taking part in this meeting, notwithstanding that same may have been contributed to or occasioned by the negligence of the said bodies, their officials, servants, representatives or agents. I will ensure that only the driver and responsible mechanic holding a license or the appropriate insurance, are the ones to be allowed to go inside the servicing park and the pit-lane.

NAME OF ENTRANT: _____ DATE: _____

SIGNATURE: _____ PASSPORT NO. _____

ENTRY FORM / DRIVERS - ENTRANT - GUARDIAN DECLARATION / WAIVER MENA KARTING CHAMPIONSHIP 2021

I have read, agree, and understand the terms & conditions in the entry form along with Driver's info and Sporting regulations of the Mena Karting Championship Nations Cup 2021.



DRIVER ASSIGNED EQUIPMENT FOR MENA CUP 2021 - AGREEMENT

Between:

- (1) The Organizer, Oman Automobile Association, an organization duly constituted and incorporated under the laws of Sultanate of Oman, having its registered office at P.O. Box 2874, CPO Seeb, CPO 111, ("OAA"); and
- (2) ASN, Name & Details: (_____)

Hereinafter together "the Parties" and individually as a "Party"

(3) TERMS

The Term of this Loan Agreement (the 'term') shall be from _____ to _____ 2021 , for the purpose of Race(s), Test Session (s). Open Track Day(s), at Oman Automobile Association, Muscat Speedway – Sultanate of Oman.

DEFINITIONS

- **Agreement** - means the present agreement and its annexes.
- **Commencement Date** – the date shown on the signature page of this agreement
- **Purpose:** Settlement for damages, repair & replacement of all assigned equipment's.
- **Terms of Payment:** Mode of payment: Cash, Cards or Bank Transfer
- **Event Organizer:** Oman Automobile Association (OAA)
- **Driver/Crew:** Equipment's Recipient
- **Equipment:** This is pertaining to all the equipment's to the designated drivers nominated by the ASN
- **ASN:** Designated Club that drivers belong to as per country of representation

a) RECITALS: ASN

- i. ASN will be responsible for paying for repairs of Equipment for damages sustained while Driver is operating or in control of the assigned equipment's, whether on or off the track or in the pit or paddock area of the track, if any equipment's is totaled beyond repair or if said repairs exceed the Fair Market Value of said Equipment ASN will pay event organizer the amount equivalent to which it incurred.



- ii. Repair Rates: ASN agrees that all labor expenses for repair of the equipment's shall be calculated at a base rate per hour to repair of the equipment's' if such repairs are required because of crash or impact with another competitor (regardless of fault) misuse. Price of parts and labor expenses shall be paid to OAA.
- iii. In the event that ASN shall fail to pay OAA any sums due under this Agreement when due or shall fail in any way to comply with any other term or provision of this Agreement. OAA shall have the right to terminate this Agreement without notice. Upon such termination, all ASN rights hereunder shall be ended and shall remain liable for any damages resulting from their breach, including cost of collection and all reasonable court and attorney fees.
- iv. Driver/ASN acknowledges that he or she is covered by his own adequate medical insurance for any injuries that may be sustained during the term of this agreement, OAA has not and will not provide medical insurance to the Driver, and Driver further agrees not to seek coverage from OAA's insurance policies, if any.
- v. ASN acknowledges that the Driver, Crew nominated / he or she is in suitable good mental and physical health to operate the Equipment's.
- vi. Driver /Crew shall operate the Equipment's in accordance with the accepted on- track rules, regulations and courtesies and safety guidelines.

b) RECITALS: ORGANIZER

- i. Organizer will issue a brand-new Equipment's' with complete chassis, engine and accessories including seat, Kart Trolley, Battery Charger with connector for local electrical network on loan basis to the Driver for the purpose of the event: MENA Karting Championship Nations Cup 2021.
- ii. Prior to driver taking possession, Organizer had already performed a basic inspection and check that the Go-Kart is in generally good mechanical good condition, however the driver and his crew is fully responsible to inspect the Go-Kart prior to use and prior to operation.
- iii. Organizer will provide a set of tires (2 sets) to be used on Practice and on official Race days. Additional requirements are chargeable.
- iv. Organizer may at its sole discretion recall all the equipment's at any time if said equipment's shows evidence of having been subjected to abuse or on-track conduct is such that damage to the equipment's appears to be a foreseeable likelihood.
- v. Event Organizer will provide Transponder for hire for the full event for OMR 13.



vi. ASN will provide access to driver and crew to Air compressor, Tyre bead breaker and containers with water for tyre leakage test etc.

c) FEES OF EQUIPMENT, PARTS, SPARE PARTS & REPLACEMENT & REPAIR

i. ASN Agrees to pay OAA for the total sum according to the extent of the damages, repair and or replacement of the equipment's in case it is beyond repair or Spare Parts etc. assessed by Event Organizer Technical Team.

ASN must pay to OAA a sum equivalent to the total cost at the end of the event or as per mutually agreed terms between OAA in writing.

ii. All damage equipment's is assessed the by Event Organizer Technical Team

DAMAGE FEES – EQUIPMENT (VAT INCLUSIVE)		
	ITEM DESCRIPTION	PRICE IN OMR
	GO KART	
1	1. MICRO	Up to TBC
	2. MINI	Up to TBC
	3. JUNIOR	Up to TBC
	4. SENIOR	Up to TBC
	5. DD2	Up to TBC
	6. DD2 MASTER	Up to TBC
	ENGINE	
2	1. MICRO	Up to TBC
	2. MINI	Up to TBC
	3. JUNIOR	Up to TBC
	4. SENIOR	Up to TBC
	5. DD2	Up to TBC
	6. DD2 MASTER	Up to TBC
	TRANSPONDER	200.000
4	DAMAGE ON RD1	Up to TBC
5	COST OF REPAIR	Up to TBC

d) TERMS OF PAYMENT

i. ASN agree to pay the total equivalent of the Damages, Repair or Replacement imposed by the Organizer.

ii. ASN agree to the organizer that payment cannot be extended and must be paid within the allowed timeframe which is 30 days from date of invoice or



an additional 5% surcharge will be applicable upon the discretion of the OAA against the outstanding amount. If in any case ASN fail to make a

- iii. payment within the time frame as agreed, the organizer has the right to imposed additional surcharges of 5% certified by the relevant ASN.
- iv. Organizer Accepts, Cash in OMR Currency only, payments thru Credit or Debit Cards (Visa, Mastercard's) or via Bank Transfer.
- v. Organizer will issue Invoice to the ASN with payment options mode.
- vi. All fees/prices will be VAT inclusives.
- vii. **Bank Details:**

Account Name:	Oman Automobile
Bank:	NBO (National Bank of Oman)
Branch:	MOE Branch (old Airport Branch)
Ref.:	508465
Account Type:	Current Account
Account Number:	1024542910002
Account Currency:	OMR
SWIFT CODE:	NBOMOMRXXX

e) INDENIFICATION OF ORGANIZER BY DRIVER /ASN

- i. Driver, Guardian, Parents & ASN acknowledges that Karting Motorsports is a dangerous undertaking that can and often result in physical injury or death, as well as property damage, and Driver, Guardian, Parents & ASN hereby releases, discharges and acquits Event Organizer , its partners, officers, heirs beneficiaries, assigns, successors , attorneys, partners and employees for any claims arising out of the use operation by Driver of the equipment's' etc.

f) EQUIPMENTS PROVIDED AS-IS

- i. All equipment's' is provided AS-IS, and Organizer makes NO WARRANTY for the performance or operation of the Equipment's, or its ability to be operated without mechanical or other failure during the Agreement Term. Driver, Guardian, Parents & ASN acknowledges, agrees, and understands that Go-Karts are complex machines subject to severe stresses of on-track use and competition that parts and components often break and fail during use without warning. Driver, Guardian, Parents & ASN shall make no claims against the event organizer for Driver's failure to complete any race, track event, or because of any such mechanical failure.



g) ENTIRE AGREEMENT

This entire agreement between the parties. It replaces and supersedes all oral agreements between the parties, as well as any prior writings.

h) GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of Sultanate of Oman.

Signed in 2 copies, in Muscat, Oman with Event Organizer Stamp & ASN Stamp along with the relevant signatories.

**Organizer: OMAN AUTOMOBILE ASSOCIATION
Muscat Speedway, Sultanate of Oman**

NAME: **SULEIMAN AL RAWAHI**
Designation: **MANAGING DIRECTOR**

SIGNATURE:

DATE:

ASN :

Representative Name :
Designation:
ID#:
Mobile:

SIGNATURE :

DATE :

DRIVER, GUARDIAN OR PARENT:

Name :
ID#:
Mobile:

SIGNATURE :

DATE :