



RACETRACK SAFETY GUIDELINES



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** This publication is meant for informational purposes only, and as with all CIRSA publications, is intended only to assist CIRSA members in their own loss control activities. It is not intended to replace programs and activities, or provide specific legal, technical, or other advice. **

Introduction

Automobile racing in America can be traced back to 1895, when six racers competed in a 54 mile race from Chicago to Evanston, Illinois and back for a \$2,000 prize. Through snowy conditions, Frank Duryea crossed the finish line first with a time of 10 hours and 23 minutes. The love of speed and competition has catapulted the popularity of racing as well as the types of racing to new highs annually. Autos and motorcycles are raced in a gamut of categories and the availability of local facilities draws many participants of all skill levels.



Municipalities may own a racing facility, be it a drag strip, road course, or an old airport runway converted to a race track in efforts to bring tourism and revenue to the local area. Owning and operating a facility for this high risk activity is normally outside the scope of standard municipal operations, such as water treatment or playground maintenance.

The purpose of this guide is to assist municipalities with the operation and maintenance of small racing facilities in an effort to eliminate loss or reduce the impact of damages. There are currently no national safety standards for auto or motorcycle racing safety. For this reason, we have developed this handbook to provide safety guidelines to reduce the risk of injury and loss in the event that you decide to own or operate a racing facility. The guide will focus on several risk control techniques, such as:

- Risk Avoidance - eliminates any possibility of loss, as the activity is abandoned or never undertaken.
- Loss Prevention - reduces the frequency of a loss. For example, driver training is aimed at preventing collisions.
- Loss Reduction - reduces the severity of a loss. Requiring the use of seat belts reduces the severity of a loss should a collision take place.
- Risk Transfer - through a contract, the risk is transferred to another organization.

Location

Existing tracks are generally located in more remote areas, away from residential neighborhoods. Should a track be located near a more inhabited area, or new housing developments arise in close proximity to the facility, noise levels may become a concern. All local noise ordinances should be followed, which may restrict event timelines.

Access to the facility should be restricted by means such as fencing, gating and signage. Unauthorized use should be strongly prohibited and strictly enforced. It would be wise to request local law enforcement to patrol the area.

A traffic management plan may be necessary to ensure that roads and intersections can accommodate the usage by participants and spectators. Law enforcement may be needed to direct traffic at peak times should a large event take place.

Operation, Maintenance, and Inspection

As stated in the introduction, the operation of a racing facility is generally outside the scope and expertise of standard municipal operations. Because of this, it may be prudent to contract or lease with a third party for the operation of the facility and transfer the risk away from the municipality to the contractor. In risk transfer, the contractor performs the service for the entity and assumes the physical, financial, and legal obligations. The contractor should be required to carry adequate liability insurance coverage with the municipality named as an additional insured on all policies. Adequate insurance limits would have a minimum amount of coverage of \$2 million dollars per occurrence and \$4 million dollars aggregate. Ensure that the policy provides coverage for both participants and spectators. Evidence of insurance should be obtained annually via an Acord Certificate of Insurance. A written contract/lease arrangement should be created that contains hold harmless and indemnification language that protects the interests of the municipality, and the municipality should maintain oversight to ensure that all provisions of the contract are followed.

In all organized race events, the sanctioning body (club, association, or promoter) should also provide adequate insurance coverage for liability related to the event, as well as ensure that all participants have read and signed a Release and Indemnification Agreement (see pages 6-8). Doing so will also assist in the transfer of risk away from the municipality.

An audit and inspection program should be tailored for each venue, and then implemented to make certain that the facility is kept in good repair. An audit is an initial comprehensive evaluation to record and evaluate the degree to which components deviate from best practices. It can be performed at the start of a program, after new management, major repair, or natural disaster.

A sample audit checklist is provided (see pages 9-11), but it is by no means all inclusive for each particular venue or the type of racing taking place. The checklist should be augmented or revised to address each municipality's specific issues. Some items to consider during the audit are trees, fencing, racing surface, burms, bleachers, structures, etc.

An inspection program maintains the standard of care that is established from the audit.

Regardless of who operates the facility, be it the municipality or a contractor, the track should be inspected prior to all events or during the event if circumstances dictate (such as an event lasting more than one day or if conditions change during the event). A documented inspection should focus on track condition, surface hazards, protections for the pit and paddock area, starter stand and corner stations. Any inadequacies should be corrected prior to track use, or the track should be closed and events canceled until corrections can be made. Again, a sample inspection checklist is provided, but must be customized to your individual track.



Please note that protections must be higher for motorcycle than auto racing, as well as for tracks with corners versus straight drag strips. Safety considerations for motorcycle versus auto racing participants and spectators need to be evaluated and the appropriate controls established.

Event Operation

The following are some of the precautions that should be taken for every sanctioned event, including practice days or test and tunes.

- Certified ambulance on-site dedicated to the event
- Fire fighting equipment provided (extinguishers, etc.)
- Corner workers provided and corner stations properly protected
- Corner stations properly equipped with fire extinguishers, medical kits, oil dry, brooms, etc.
- Spectator area completely separated and protected from pit and paddock
- Spectators prohibited from entering restricted areas
- All participants and spectators read and sign a Release of Liability and Indemnification Agreement
- All participants must use appropriate safety equipment. Pre-race safety inspections should verify the use of equipment required by the sanctioning body. Some examples include:
 - Vehicles: DOT approved helmets, restraint belts, roll protection, etc.
 - Motorcycles: approved helmets, boots, and full motorcycle leathers, etc.
- All club-recognized safety regulations are enforced
- Qualified race vehicle inspectors provided
- Prohibition of alcohol and drugs

Claims Reporting and Collision Investigation

Due to the high risk nature of these events, procedures must be in place to respond to injuries, and then report and investigate them. All claims of injury or damage to municipal property should be promptly reported first to the individual at your entity responsible for filing claims, and second to CIRSA or other insurer (such as the sanctioning body's insurer).

A thorough and timely investigation should be done to determine accident causal factors. With this determination, future incidents may be prevented, whether the causes are driver error, training, track conditions, or race operations.

Budgeting

Funds needed to maintain a racing facility of this nature may be greater than those needed for other municipal recreational facilities. Along with the inspection documents, appropriate planning and budgeting will facilitate a proactive maintenance program. Budget items to be considered include:

- Surface material such as asphalt or concrete
- Equipment to install and maintain track surface or hiring a contractor
- Sufficient protective barriers for corner stations, ambulance area, starter stand, natural or man-made hazards (trees, phone poles, etc.) and spectator area
- Stable starter stand
- Security/law enforcement
- Personnel during events
- Other administrative costs

Summary

Throughout this guide, many recommendations have been made that relate back to the risk control techniques discussed in the introduction. To summarize those recommendations, the following examples are organized by type of technique:

- Risk Avoidance
 - Don't have a race track
 - Avoid more hazardous types of racing, such as motorcycle racing
- Loss Prevention
 - Facility audits, inspections and maintenance
 - Driver safety training
 - Vehicle/motorcycle inspections
 - Track access restrictions
- Loss Reduction
 - Requiring the use of seat belts, helmets and other personal protective equipment
 - Fire protection equipment available
 - Emergency medical crews on site
- Risk Transfer
 - Contract/Lease with a third party to operate and insure the facility and the operations
 - Rental agreement with each sanctioning body prior to each event, requiring event sponsor to provide insurance
 - Release and Indemnification Agreement signed by each participant and spectator

Applicable Websites

1. www.trackcare.com. Trackcare International Racetrack Safety has information on protective barriers, fire extinguishers and other safety equipment.
2. www.rsisafety.com. Race Safety Innovations. RSI's main goal has been to design, build and supply products and services that bridge the gap between the motorsports safety equipment industries and those of the speedway fire/rescue and emergency response needs.
3. www.scca.org. Sport Car Club of America. SCCA exists to organize, support and develop auto racing at every level.
4. www.mra-racing.org. Motorcycle Racing Association. MRA Promotes motorcycle racing events in Colorado and the surrounding area. Find information on racer and corner worker classes, as well as the MRA Rulebook.

Racing Clubs:

- Rocky Mountain Vintage Racing, www.rmvr.com
- Rocky Mountain Region SCCA, www.coloradoscca.org
- The Porsche Club of America, www.pca.org
- National Auto Sport Association, Rocky Mountain Region, www.nasarockymountain.com

Release of Liability & Indemnification Agreement

DRAFT September 27, 2007

CITY/TOWN RACETRACK ACTIVITY
RELEASE/INDEMNIFICATION - CITY/TOWN OF _____

I. RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT: PARTICIPANT MUST READ CAREFULLY BEFORE SIGNING

In consideration for being permitted to utilize and/or be on the premises of the City/Town of _____'s racetrack facility ("the Facility"), I hereby acknowledge, represent, and agree as follows:

A. I desire to enter areas of the Facility requiring special authorization, credentials, and/or permission to enter, and/or areas of the Facility which the general public is restricted or prohibited from entering (all such areas are referred to herein as the "Restricted Areas"), for purposes which may include but are not limited to one or more of the following: competing or otherwise participating in events; observing events; officiating at events; or working for events, working for event participants, or otherwise working at the Facility. I understand that the purpose of the Facility is the racing of motorized vehicles of various kinds at high rates of speed, and that my activities and/or presence in the Restricted Areas may bring me into close proximity to such vehicles.

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

B. I understand that the above-described activities are or may be dangerous and do or may involve risks of injury, loss, or damage. I further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage. I acknowledge that such risks may arise from a variety of foreseeable and unforeseeable circumstances connected with the use of the Facility, including but not limited to the following risks [City/Town must revise this form to identify the specific, applicable risks]:

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

C. I acknowledge, agree and represent that I have or will immediately upon entering any of the Restricted Areas, and will continuously thereafter, inspect the restricted areas which I enter, and further agree and warrant that, if at any time while I am in or about the Restricted Areas I feel anything to be unsafe, I will immediately advise the officials of the Facility of the same, and if necessary will leave the Restricted Areas and/or refuse to participate further in any activity therein.

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

D. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I hereby expressly assume all such risks of injury, loss, or damage to me or to any third party arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City/Town, its officers, its employees, or by any other cause.

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

E. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I further hereby waive, and exempt, release, and discharge the City/Town, its officers, and its employees from, any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City/Town, its officers, its employees, or by any other cause.

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

F. I further agree to defend, indemnify and hold harmless the City/Town, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, including any third party claim asserted against the City/Town, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by my act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the City/Town, its officers, its employees, or by any other cause.

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

G. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I hereby acknowledge and agree that said AGREEMENT extends to all acts, omissions, negligence, or other fault of the City/Town, its officers, and/or its employees, and that said AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

H. I understand and acknowledge that the City/Town, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this RELEASE AND INDEMNIFICATION AGREEMENT, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as amended, or otherwise available to the City/Town, its officers, or its employees.

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

I. I understand and agree that this RELEASE AND INDEMNIFICATION AGREEMENT shall be governed by the laws of the State of Colorado, and that jurisdiction and venue for any suit or cause of action under this Agreement shall lie in the courts of _____, Colorado.

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

J. This RELEASE AND INDEMNIFICATION AGREEMENT shall be effective as of the date set forth below and shall be binding upon me, my successors, representatives, heirs, executors, assigns, and transferees.

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

II. PARTICIPANT SIGNATURE AND DATE:

Participant - Print Name: _____

Participant's Signature: _____

Date of Signature: _____

III. IF PARTICIPANT IS UNDER 18 YEARS OLD, PARENT SIGNATURE AND DATE:

By initialing above and signing below, I acknowledge that I am the parent of the above-named Participant as the term "parent" is defined in C.R.S. Section 13-22-107(2)(b), and I hereby waive and release any prospective claim of the Participant against the City/Town, its officers, and its employees for negligence, to the extent provided in C.R.S. Section 13-22-107(3), in connection with the above-described activities.

Parent - Print Name: _____

Parent's Signature: _____

Date of Signature: _____

Racetrack Facility Audit

Entity

Track Name: _____ Inspector's Name: _____

Address: _____ Date: _____

	Yes	No	N/A	Comments
LOCATION:				
1. Is access to the facility restricted by fencing, gating and signage?				
2. Has consideration been given to pedestrian walkways, traffic patterns and emergency access?				
3. Are access and parking for emergency vehicles established at predetermined locations and clearly marked?				
4. Is traffic flow into and from the parking areas arranged so that it will not interfere with, or impede natural traffic flow in an unsafe manner?				
OPERATION:				
5. Is the operation of the facility leased to a third party contractor?				
6. Does the contract contain Indemnification and Hold Harmless provisions?				
7. Is the contractor required to carry adequate insurance coverage for spectators and participants?				
8. Are the municipality, its officers, and employees named as additional insureds on the contractor's insurance policies?				
9. Is the contractor required to furnish a certified copy of its insurance policy to the municipality?				
10. Are all sanctioning bodies and/or event sponsors required to provide adequate insurance coverage related to each event?				
11. Are certificates of insurance obtained and insurance coverages and limits verified?				
12. Are all participants and spectators required to read, understand and sign a Release and Indemnification Agreement?				

	Yes	No	N/A	Comments
RACING AREA:				
1. Are the type of courses (circular, road, drag, strip, etc.) as well as type of motor vehicles (auto, motorcycle) evaluated for foreseeable hazards?				
Track Surface				
2. Is the track surface wide enough to accommodate the type of racing hosted at the facility?				
3. Is the track surface smooth enough to accommodate the type of racing hosted at the facility? Note: motorcycle racing requires a more even surface than auto racing.				
4. Are track berms well maintained and flush with the track surface?				
Track Perimeter				
5. Is the track perimeter free of any objects or structures that could be struck should a driver/rider veer off course?				
6. If an object is located in close proximity to the course, is it protected by permanent barrier, such as a concrete barrier or guardrail?				
7. Is any facility fencing outside predictable crash proximity (excluding those intended for crash barrier)?				
Starter Stand				
8. Is the elevated starter stand structurally sound?				
9. Is the starter stand protected from the track and pit areas by concrete barriers?				
Corner Station				
10. Are all corner stations protected with concrete barriers or guardrails?				
Ambulance Staging Area				
11. Are all ambulance stations protected with concrete barriers or guardrails?				
SPECTATOR AREAS:				
12. Are spectator areas adequately protected such as with a full concrete barrier or guardrail?				
13. Are spectators prevented from entering restricted areas?				
14. Are adjacent areas, such as concessions, parking lots, and walkways protected?				
15. Are bleachers free from hazards and equipped with side and back rails? Please refer to the U.S. Consumer Product Safety Commission's Guidelines for Retrofitting Bleachers (www.cpsc.gov).				

	Yes	No	N/A	Comments
FACILITY STRUCTURES:				
14. Do all structures comply with applicable building, fire and electrical codes?				
15. Is access to each structure free of slip, trip and fall hazards?				
16. Are all structures in close proximity to the track protected by a barrier or guardrail?				
EVENT OPERATION:				
17. Is a certified ambulance on-site and dedicated to the event?				
18. Is fire equipment provided?				
19. Are corner workers provided and corner stations properly protected?				
20. Is the spectator area completely separated and protected from pit and paddock?				
21. Are spectators prohibited from entering restricted areas?				
22. Are all participants and spectators required to read and sign a Release of Liability and Indemnification form?				
23. Are all participants required to use appropriate safety equipment? Pre-race safety inspections should verify the use of equipment required by the sanctioning body. Some examples include: <ul style="list-style-type: none"> • Vehicles: DOT approved helmets, restraint belts • Motorcycles: approved helmets, boots, and full motorcycle leathers. 				
24. Are all club-recognized safety regulations enforced?				
25. Are race flags available and used appropriately during the event?				
26. Are race vehicle inspectors provided?				
27. Are event workers trained in their duties?				
28. Are drugs and alcohol prohibited from the event?				
EMERGENCY PLAN:				
30. Should the on-site ambulance need to transport a patient off the facility, are there secondary responders ready to cover the event?				
31. Has a communications network been established between event sponsors, municipal contacts, police, fire, emergency medical, facility maintenance, traffic control, risk management and other applicable individuals?				

Racetrack Facility Inspection

_____ Entity

Track Name: _____ Inspector's Name: _____

Address: _____ Date: _____

	Yes	No	N/A	Comments
INSPECTION:				
1. Is the track inspected prior to all events or during the event if circumstances dictate, such as an event lasting more than one day or if conditions change during the event (after a collision or inclement weather)?				
2. Is an inspection program in place that maintains the standard of care that is established from the audit? Refer to the sample audit form for more detail in any area.				
3. Is the track surface and perimeter free of any deficiencies?				
4. Are all of the following areas properly protected? <ul style="list-style-type: none"> • Starter stand • Corner stations • Ambulance staging area • Pit and paddock • Spectator area 				
5. Are all spectator areas inspected and found free from hazards including: <ul style="list-style-type: none"> • Bleachers • Sidewalks • Parking areas • Restroom facilities • Concession areas 				
6. Are all contracts, certificates of insurance and Release of Liability agreements in place?				
7. Has the sanctioning body performed its own inspection prior to the event and no deficiencies found?				
8. Have the following race provisions been confirmed? <ul style="list-style-type: none"> • certified ambulance on-site • fire equipment provided • corner workers provided and trained • spectator inspections for safety equipment • race flags available and workers trained • race vehicle inspectors provided • training for all event workers 				