

**MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
(READ CAREFULLY BEFORE SIGNING)**

EVENT NAME/LOCATION _____

EVENT DATE _____

In consideration of allowing the below MINOR participant to complete, officiate, observe, work for or participate in any way in the above event and/or activities (Event(s)) and/or being permitted to enter for any purpose and RESTRICTED AREA (defined as any area requiring special authorization, special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including but not limited to the competition area and any hot pit paddock area.) EACH OF THE UNDERSIGNED, his/her personal representatives, heirs, and next of kin agrees.

1. THE MINOR AND PARENT OR GUARDIAN will immediately inspect the RESTRICTED AREA upon entering it and warrants that their entry therein and/or MINOR's Event participation constitutes an acknowledgment that they have inspected the RESTRICTED AREA and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at any time in the RESTRICTED AREA they believe something is unsafe, it will be brought to the attention of an official, and they will remove themselves from the RESTRICTED AREA and the MINOR will withdraw from participation in the Event. If the Event is a rally, the MINOR AND PARENT OF GUARDIAN understand that the nature of the rally does not permit one to inspect the prescribed course or areas which the MINOR may come in contact with during the rally prior to the MINOR's participation in the rally.

2. THE MINOR AND PARENT OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of Releasees (as identified below) or otherwise, while in or upon the RESTRICTED AREA for any purpose including competing, officiating, observing, working or participating in the EVENT. The undersigned recognize and understand that there are risks and dangers associated with participation in the Event and admission within the RESTRICTED AREA that could cause severe bodily injury, disability and death. Further, the risk and dangers may be caused by the negligent failure to act of the Releasees and others. All of the risk and dangers associated with participating in the EVENT and entry into the RESTRICTED AREA are assumed notwithstanding.

3. THE MINOR AND PARENT OF GUARDIAN release, waive, discharged and covenant not to sue, Murray Calloway County Fair Board and/or Associates, participants, associations, (or any affiliates thereof), track operators, track owner, officials, car owners, drivers, pit crews, all personal in the RESTRICTED AREA, sponsor, advertisers, owners, lessees and lessors of the premises, used to conduct the Event and their officers, agents and employees (all for the purpose herein referred to as ("Releasees")) from all liability to ourselves, the undersigned's, our personal representatives, assigns, executors, heirs, and next of kin for any and all claims, demands, losses or damages of the MINOR and/or parent of guardian on account of any injury, including, but not limited to the death or injury of the parent/guardian or MINOR or damage to property, all of which is caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.

4. THE PARENT AND/OR GUARDIAN hereby agrees to indemnify and save and hold harmless, the Releasees and each of them from any loss, liability, damage or cost that may occur due in any manner of degree to the presence of the parent/guardian or the MINOR in the restricted area, or in any way while participating in the Event and whether caused by negligence of the Releasees or otherwise. The parent and/or guardian further recognize and agree they are executing this Waiver and Release of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINOR.

5. HERBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the Event(s) in/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. I/WE FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOT ARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.

1. _____ Father/Mother/Guardian _____
Parent or Guardian (Signature) (circle one) Date

2. _____ Father/Mother/Guardian _____
Parent or Guardian (Signature) Date

Name of Minor Participant _____ D.O.B _____

Print Name of Parent of Guardian: 1 _____

Print Name of Parent of Guardian: 2 _____

(If Notarized) Subscribed and Sworn to at: _____ Before me this _____ day _____ A.D.20 _____

Signature of Event Official or Notary Public

Event Official Member #

County, State of _____ My Commission Expires: _____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

“READ CAREFULLY BEFORE SIGNING”

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in any Demolition Derby events or activities “(EVENTS), or being permitted to enter for any purpose and RESTRICTED AREAS thereof (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), I, myself, my personal representatives, heirs and next of kin:

1. Herby acknowledge, agree, and represent that I will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which I enter and I further agree and warrant that if at any time I am in or about the RESTRICTED AREAS and I feel anything to be unsafe, I will immediately advise the officials of such and will leave the RESTRICTED AREAS and will refuse to participate further. I understand that the nature of the EVENT may not permit me to inspect the RESTRICTED AREAS and/or EVENT course and facilities (including adjacent areas thereof) with which I may contact during the EVENT prior to my participation and that there may be risks not known to me or that are not foreseeable at this time. I agree that, if at any time, I feel anything to be UNSAFE, I will immediately take all necessary precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further in the EVENT.

2. Hereby RELEASE, WAIVE and DISCHARGE Murray Calloway County Fair Board and Associates, participants, racing associations, sanctioning organizations or any affiliate, subsidiary or subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel and person in any RESTRICTED AREA, sponsors, advertisers, owners, and lessees of premises used to conduct the EVENTS, premises and event inspectors, surveyors, underwriters, consultants, and others who give recommendations, directions, or instructions or engage in risk evaluations or loss control activities regarding the premises or EVENTS and for each of them, their directors, officers, agents and employees, Murray Calloway County Fair Board and Associates all for the purposes herein referred to as “RELEASEES,” FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE INDERSIGNED ARISING OUT OF OR RELATED TO THE EVENTS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. In addition, I COVENANT NOT TO SUE any of the RELEASEES based upon any claim arising out of any of the EVENTS.

3. Herby ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENTS whether causing by the NEGLIGENCE OF RELEASEES or otherwise.

4. Herby AGREE TO ENDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them from any loss, liability, damage, or cost they may incur due to claims brought against the RELEASEES arising out of my injury, or death, or damage to my property while I am in the RESTRICTED AREAS and/or while competing, practicing, officiating, observing or working for or for any purpose participating in the EVENTS and whether caused by the negligence of the RELEASEES or otherwise.

5. Herby acknowledge the EVENTS ARE POTENTIALLY VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that INJURIES MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF HE RELEASEES.

6. Herby agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEE, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws and the Province or State in which the EVENTS are conducted and that if any portion thereof is held invalid it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY 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 LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Description and Location of Event

Event Date(s)

SIGNATURE

PRINT NAME

DATE

Witness/Registrar

Signature

Print Name

Date