

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as including but not limited to the racing surface, pit areas, infield, burnout 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) or being permitted to compete, officiate, observe, work for or for any purpose participate in any way in the event. EACH OF THE UNDERSIGNED, for himself, his personal representatives, heir and next of kin acknowledges, agrees and represents that he has or will immediately upon entering any restricted areas and will continuously thereafter, inspect such restricted area or areas and his participation, if any, in the event constitutes an acknowledgement that he has inspected such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purpose of his use, and he further agrees and warrants that if, at any time, he is in or about restricted areas and feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted areas:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE: the promoters, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, car owners, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purposes herein referred to as "Releases" from all liability to the undersigned, his personal representatives, assigns, heirs and next of kin for any and all loss or damage and 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 releases 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 the event.

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS: the releases and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing or working for or for any purpose participating in the event and whether caused by the negligence of the releases or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE: due to the negligence of releases or otherwise while in or upon the restricted area and/or while competing, officiating, observing or working for or for any purpose participating in the event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of The State in which the event is 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 UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements of inducements apart from the foregoing written agreement have been made.

PRINT NAME HERE

SIGN NAME HERE

JOB DESCRIPTION

CAR #

Owner _____

Driver _____

Pitman 1 _____

Pitman 2 _____

Date Release Signed _____

SIGNATURE AND TITLE OF WITNESSES

ADDRESS

Parental Permission _____

Car Owner _____ Car Driver _____

Car Driver is at least 18 years of age _____ Initial Please

Address _____ . _____

Phone Number (_____) _____

Car:

Make _____ Model _____ Year _____ Car

Number _____

Pitman 1 _____ Pitman 2 _____

Sponsor 1 _____ Sponsor 2 _____

Sponsor 3 _____ Sponsor 4 _____

Sponsor 5 _____ Sponsor 6 _____

Other Sponsors may be written on the back

Kiwanis Demo Derby **Entry Form**