

# **RELEASE INDEMNITY and ASSUMPTION AGREEMENT** **(Athletic Participant Waiver)**

***This is a legal document. DO NOT SIGN APPLICATION unless YOU FULLY UNDERSTAND IT.***

I, \_\_\_\_\_ know that participating in this event is a potentially hazardous activity. I should not enter and participate unless I am medically able and properly trained. I assume all risks associated with participating in this event including, but not limited to: falls, contact with other participants, the effects of the weather, including high heat and/or humidity, and the conditions of the event course. Having read this waiver and knowing these facts and in consideration of your accepting my entry to participate in the

**Demolition Derby – Saturday, August 3rd, 2019 at the Clatsop County Fairgrounds in Astoria, Oregon**

(or such date as may be determined in the event of a postponement of the Event). I intending to be legally bound, do hereby for myself, my heirs, my executors and administrators agree as follows:

1. I do waive and forever release any and all rights and claims for any damages and liabilities of any kind arising out of my participation in the Event against all persons, entities and agencies involved with promoting the Event, including their agents, successors, representatives and assigns even though that liability may arise out of negligence or carelessness on the part of the persons named in the waiver;
2. Further, I assume the risk of all bodily injuries, including death, resulting there from and personal injuries to me and damage to and loss of my property, including loss of use thereof and any other indirect or consequential damages, resulting directly or indirectly, wholly or in part, from my participating in the Event and while traveling to and from the Event;
3. Further, I hereby agree to indemnify, defend and hold the entities specifically named in paragraph numbered 1 above harmless from and against any and all claims, liabilities, losses, damages costs, expenses (including attorney's fees), judgments and penalties arising out of any of my acts or omissions to act;
4. Further, I understand that the Fair has the right to use any names, photographs or images from this Event for promotion and advertising.

**Demolition Derby – Saturday, August 3rd, 2019**  
**THIS IS A RELEASE INSTRUCTIONS**

\*Applicants age 18 and over, complete Part “A”

-Only Applicants under age 18 must have parent or guardian complete Parts “A”: & “B.”

**PART “A” - WAIVER & RELEASE FROM LIABILITY**

In consideration of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as the areas to which admission by general public spectators is prohibited), 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, heirs, next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted area or areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon 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 purposes of his use, and he further agrees and warrants that if, at any time, he is in or about restricted areas and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted area(s):

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO BRING SUIT AGAINST the WILSON COUNTY FAIR, the promoters, other participants, operators, officials, any persons in a restricted area, 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 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 or working for, or for any purpose participating in the event;
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND OLD HARMLESS the releasees 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 releasee or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees 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.
4. EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities at the event and in the restricted areas are 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 Province

or State in which the event is conducted and that if any position 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 or inducement apart from the foregoing written agreement have been made.

This waiver, release and indemnification agreement specifically embraces each and every event sanctioned, authorized, or promoted by said releasees during the entire season and applies to each and every event, or activity hereinabove mentioned, and has the same effect as if executed after each and every activity or event in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event hereinabove described.

Signed: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

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**PART "B" – PARENT/GUARDIAN WAIVER – RELEASE FROM LIABILITY**

(If applicant is under 18 years of age, the parent(s) or guardian(s) must execute in addition to the above, the following waiver;)

The undersigned, \_\_\_\_\_ referred to as the parent(s) and natural guardian(s) or legal guardian(s) of \_\_\_\_\_, does thereby represent that he/she (they) is (are), in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties herein referred to above as releasees from all liability, loss, cost, claim or damage whatsoever may be imposed upon said releasees because of any defect in or lack of such capacity to so act and release said releasees on behalf of both of the undersigned.

NAME: \_\_\_\_\_

RELATIONSHIP TO MINOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

RELATIONSHIP TO MINOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_