

DESCHUTES COUNTY FAIR & RODEO DEMOLITION DERBY

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

DEMOLITION DERBY: DESCHUTES COUNTY FAIR & EXPO CENTER, REDMOND, OREGON

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(s) or being permitted to enter for any purpose any RESTRICTED AREA (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) EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs and next of kin:

1. Acknowledges, agree, and represents that he has or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters 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 and/or refuse to participate further in the EVENTS(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Deschutes County Fair and Rodeo, its Board of Commissioners, Deschutes County Fair & Rodeo Board, Association, and Staff and Volunteers, the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, rescue personnel, and any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), 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 EVENT(S) AND EACH OF THEM, THEIR DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, ALL FOR THE PURPOSES HEREIN REFERRED TO AS "RELEASEES", FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF, OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE ARISING OUT OF, OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees, FROM ANY LOSS, LIABILITY, DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
4. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
5. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
6. HEREBY 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 laws of the State in which the EVENT(S) is/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 FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

EVERY PERSON MUST SIGN A SEPARATE WAIVER- DRIVERS, CREWS, GUEST

EVERYONE UNDER THE AGE OF 18 MUST BE SIGNED BY PARENT OR GUARDIAN

Printed name

Signature

Date