

I certify by signing this form that I have read & agree to the information listed below:

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT In consideration of being permitted to participate in the Event attached on the attached Exhibit "A", incorporated herein by this reference ("Event") on the premises noted below ("Premises"), the undersigned named below, individually and on behalf of any marital community, heirs, successors and assigns, and, if applicable, as the parent and/or legal guardian of the undersigned minor child named below (collectively "Releasor") knowingly and voluntarily agrees to release, defend, indemnify and hold Benton Franklin Fair Association, a Washington non-profit corporation, harmless, including without limitation, its employees, managers, directors, officers, agents, attorneys, successors and assigns (collectively "Releasee") as follows:

1. Prior to participating in the Event, Releasor shall inspect the Premises and the Event and inspect all related equipment to be used for themselves and on behalf of any minor child, and if Releasor believes any of the foregoing are unsafe, Releasor shall immediately advise the management of such condition, refuse to participate in the Event and, if applicable, withhold Releasor's child from participating in the Event. If Releasor feels in any reasonable way during the course of the Event that anything or any other participant becomes unsafe, Releasor will immediately take all precautions to avoid all such dangers and REFUSE TO FURTHER PARTICIPATE or IMMEDIATELY WITHDRAW RELEASOR'S MINOR CHILD FROM THE EVENT. Releasor hereby acknowledges receipt of the Rules and Regulations of the Release and the Event attached to and a part of Exhibit "A" and agrees to always follow the same and understanding that the same may change upon written notice to Releasor. In addition to written Rules and Regulations, Releasor may receive verbal instructions from Releasee personnel which should operate as enforceable Rules and Regulations, as well. Notwithstanding any Rules and Regulations, Releasor agrees to act reasonably and safely in all circumstances while at the Event and at the Premises.

2. Releasor fully understands and acknowledges the following risks associated with participating in the Event at the Premises and fully and unconditionally assumes and accepts each and every such risk, as follows: a. There are risks and dangers associated with participation of the Event that are not reasonably foreseeable that could result in bodily injury, partial and/or total disability, paralysis and even death. b. There are risks of social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe. c. There risks and dangers that may be caused by the action, inaction or negligence of the Releasor, or the action, inaction or negligence of other participants, or the operation of faulty equipment, or the faulty operation of standard equipment. d. There may be other risks not known to Releasor or Releasee or are not reasonably foreseeable at this time.

3. Releasor knowingly and voluntarily agrees to defend, indemnify and hold Releasee harmless for any and all losses and/or damages to Releasor or third-party participants and observers in the Event, including, without limitation, any injury, disability, paralysis or death, regardless if cause and however caused and whether caused in whole or in part by the negligence of the Releasee named below.

4. Releasor hereby expressly acknowledges that any injuries received may be compounded or increased by negligent or delayed rescue or emergency operations G:\Roth\Clients\Benton-Franklin Fair Association\Release and Waiver 5-2-11.wpd over which Releasee may or may not have control and further assumes any and all risks associated with any such delayed rescue or emergency operations.

5. Releasor further expressly agrees that the foregoing Release, Waiver, Assumption of Risks and Indemnity Agreement is intended to be as broad and as inclusive as permitted by the laws of Washington State, and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. 6. This Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement has legal effect and RELEASOR IS HEREBY INFORMED OF THE RIGHT TO SEEK INDEPENDENT LEGAL REVIEW OF THIS INSTRUMENT PRIOR TO SIGNING. IF RELEASOR FAILS TO SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING THIS INSTRUMENT, RELEASOR SHALL BE DEEMED TO HAVE KNOWINGLY AND VOLUNTARILY WAIVED ANY AND ALL RIGHTS TO SEEK LEGAL REVIEW OF THIS

INSTRUMENT, AND ANY CLAIM OR CAUSE OF ACTION THAT ARISES OUT OF OR IS RELATED TO THE PARTICIPATION OF THE EVENT AT THE Premises. If, despite the release, the Releasor makes a claim against any of the covered parties that make up Releasee, Releasor shall reimburse Releasee for any and all costs and expenses, including attorney's fees, that Releasee has paid in order to hold Releasee harmless. RELEASOR HAS READ THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT RELEASOR HAS FORFEITED SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, HAS SIGNED THIS INSTRUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE OF ANY KIND BEING MADE TO RELEASOR, INTENDS THE SIGNATURE BELOW TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY, INCLUDING ANY GROSS NEGLIGENCE OF RELEASEE, AND KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL CAUSES OF ACTION AGAINST RELEASEE TO THE GREATEST EXTENT ALLOWED BY LAW.

Sign below if you have read and agree to the information listed above:

**X**

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Driver 1

**X**

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Driver 2