

Waller County Fair Demolition Derby

RELEASE AND INDEMNIFICATION AGREEMENT

Disclaimer: A demolition derby can be extremely dangerous to the participants and spectators. Participation in a demolition derby has inherent dangers that no amount of care, caution, or expertise can eliminate. If you are unable to evaluate all of the risks involved and you do not feel that you can be completely and solely responsible for your own safety. As indicated by my initials and in consideration for being permitted to participate in the Waller County Fair Demolition Derby and related activities (the Derby”), I agree as follows:

Indemnification and Waiver of Liability: On behalf of myself, my heirs, personal representatives, and assigns, I release and indemnify Waller County Fair Association, and its officers, directors, members, contractors, volunteers, agents and representatives for any and all claims, demands, losses, judgments and costs, including attorneys’ fees, that may be incurred in connection with any injury to property or persons, including death, arising out of my participation in the Derby or my presence on the premises of the Derby location.

Initials

Risks Assumed: I understand that the following are some of the risks associated with the Derby & I freely & voluntarily assume these risks. I do this knowingly, waiving any & all rights of my heirs, personal representatives or assigns, to seek any reimbursement from the Waller County Fair Association, including but not limited to damages for medical expenses, lost income, loss of earning capacity, hardship, pain and suffering, & mental anguish.

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| 1. | While driving or riding in a vehicle, the vehicle may sustain damage or loss of power, which could cause the vehicle to crash, resulting in property damage, bodily injury and/or death. | |
| 2. | Participants & observers may be struck by moving vehicles, parts, or debris from vehicles, even as they are entering or leaving the property, and this may result in property damage, bodily injury, and/or death. | |
| 3. | Fuel tanks, engines, or other parts of vehicle may catch fire or explode, resulting in property damage, bodily injury and/or death. | |
| 4. | Participants, spectators, volunteers, officials or others may commit acts that are willful, negligent, careless or reckless, or acts of error or omission, which may result in property damage, bodily injury and/or death | |
| 5. | Risks that result in injury to person or property may be compounded or increased by the negligence of rescue personnel or of the responsive action taken by the Waller County Fair Association or its Parties | |
| 6. | I understand that all hazards associated with the multiple activities taking place in connection with the Derby cannot be fully explained or described in any document and that the risks mentioned in this Entry Form/Release and Indemnification Agreement represents only some but not all of the hazards I may encounter as a result of participating in the Derby. It is my responsibility to obtain the knowledge to assess all the risks involved. I am not relying on any of the Waller County Fair Association or its associated parties in making a decision to participate in the Derby. I understand that <i>I am at risks and I agree to participate anyway.</i> | |
| 7. | Responsibility for Safety: I understand and agree that I am responsible for my own safety while I am participating in the Derby or present near any Derby activity. I will inspect the safety of the areas that I enter in connection with the Derby and, if at any time I am aware of or feel that anything is unsafe, I will immediately advise a Waller County Fair Association Derby official and I will leave the area immediately and refuse to participate in those activities what I may be at risk(s). | |
| 8. | Insurance Waiver: I understand that my participation in the Derby is not covered by any personal accident or general liability insurance policy that may be issued to the property owners or Waller County Fair Association Parties or any other persons associated with the Derby. I am responsible for providing my own insurance. | |
| 9. | Medical Statement: I certify that I do not suffer from any physical infirmity or chronic illness, which would adversely affect my ability to participate in the Derby. I further certify that I have not taken any prescription or over-the-counter drugs or consumed alcoholic beverages in a manner or to an extent that | |

	would adversely affect my ability to safely participate in the Derby or my ability to read and understand the full implications of this Release and Indemnification Agreement.	
10.	Media Release: I grant permission to the Waller County Fair Association Parties and their assigns to use my voice, likeness, photograph, or video image in any and all promotional material and media in connection with advertising and promotion of the Derby.	
11.	Damage to Property: If I am responsible for damage of any property in connection with the Derby, other than destruction of another participant's vehicle in the course of running the Derby, I agree to pay the full & complete costs of replacement/repairs to restore it to its condition at the time of the Derby.	
12.	Final Statement of Unconditional Release: I have carefully read and signed this document with the understanding that I am releasing all of the Waller County Fair Association Parties from any and all liability. I understand that I am responsible for my actions and deeds, including complying with all applicable laws while I am involved in any activity in connection with the Derby. I am responsible for following the rules set forth by the Waller County Fair Association in connection with the Derby. I am executing this document of my own free will, voluntarily, without peer pressure, coercion or mental reservation. I am of sound mind and completely sober, and I understand that by executing this document I have given up substantial rights without any inducement, assurance, or guarantee.	

Driver Name / Pit Crew Member Name	Address	City	St	Zip

I, the undersigned, have read the Entry Form, Release & Indemnification Agreement and official rules and thoroughly understand that I will enter the Demolition Derby under the stated conditions and will accept the decision of the judges and officials of Waller County Fair Association as final.

Signature	Date