

BAYFIELD 3000
@ DOVE RANCH SPEEDWAY
Soapbox Racer Classic
MONDAY, SEPTEMBER 7, 2009

RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
(READ CAREFULLY BEFORE SIGNING)

IN CONSIDERATION of being permitted to participate, I, for myself, my personal representatives, assigns, heirs and next of kin:

1. Hereby RELEASE, WAIVE, and DISCHARGE the TOWN OF BAYFIELD, DOVE RANCH HOA, KEEPING THE WATCH, the promoters, sponsors, advertisers, participants, officials, car owners, rescue personnel, owners and lessees of premises used to conduct the EVENT, premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT and for each of them, their directors, officers, agents, and employees and any affiliate, subsidiary or subdivision thereof (all referred to as "RELEASEES"), FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. In addition, I COVENANT NOT TO SUE any of the RELEASEES based upon any claim arising out of the EVENT.
2. Hereby ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related in any way to the EVENT whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
3. Hereby AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them from any loss, liability, damage, or cost they may incur due to claims brought against the RELEASEES arising out of my injury, or death, or damage to my property while I am participating in the EVENT and whether caused by the negligence of the RELEASEES or otherwise.
4. Hereby acknowledge that THE **EVENT INVOLVES A CERTAIN DEGREE OF RISK that could result in injury, death or loss or damage to person and property**. I also expressly acknowledge that INJURIES MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
5. Hereby agree 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 of Colorado 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 IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Name of Participant (please print): _____

Name of Parent/Guardian (please print): _____

Signature of Parent/Guardian or Participant if over 18: _____

Date: _____



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