

PROMOTO PROMOTIONS RELEASE AND WAIVER OF LIABILITY

READ CAREFULLY THIS IS A RELEASE!!

MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This RELEASE OF LIABILITY, VOLUNTRY ASSUMPTION OF THE RISK AND WAIVER OF CLAIM AGREEMENT (“Agreement”) is entered into by and between _____ (Applicant”) and PROMOTO PROMOTIONS, ELAINE DERRICK.

I/WE HEREBY RELEASE WAIVE, COVENANT NOT TO SUE AND DISCHARGE the promoter. I hereby release and agree to hold harmless PROMOTO PROMOTIONS the owners and lessees of the premises, the participants, officials, agents and employees of all of them and from all liability, loss claims and demands that may accrue from any loss, damage or injury including death to my person, the minor or property, in any way resulting from or arising in connection with this event. I know the risk and danger to myself, the minor and property while upon said premises or while participating or assisting in this event, so voluntarily and in reliance upon my own judgment and ability I thereby assume all risk for loss damage or injury, including death, to myself, the minor and property from any cause whatsoever. I hereby agree to conform to and comply with the rules governing this event.

I/we will inform and instruct the said minor participant that upon entering any restricted area the minor must continuously thereafter inspect such restricted area and all portions thereof with the minor enters and with which he comes in contact and I/we further warrant that the minor, entry upon such restricted area or areas and his participation if any in the event constitutes an acknowledgement the (minor) has inspected such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purposed of his use, and he further agrees and warrants that if at any time he is in or about restricted areas and if he feels anything is unsafe he will immediately advise the official of such and will leave the restricted areas. The undersigned expressly acknowledge and agree that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. Each of the undersigned parents legal guardians for the minor participant agrees to indemnify and save and hold harmless the “Releases” and each of them from any loss, liability, damage or cost they may incur due to the presence of the said minor in or upon the restricted areas or in any way competing, officiating observing or working for any purpose participating in the event and caused by the negligence of the “Release’s” or otherwise.

MINORS ASSUMPTION OF RISK

I HAVE READ DISCUSSED THE EVENT WITH MY PARENTS OR LEGAL GUARDIANS AND THEY HAVE EXPLAINED TO ME THE POSSIBILITY OF MY BEING INJURED. I UNDERSTAND WHAT THEY HAVE EXPLAINED TO ME AND I KNOW THAT I COULD BE INJURED POSSIBLY SEVER OR EVEN WORSE. I AM WILLING TO ASSUME THE RESPONSIBILITY OF THIS IN ORDER TO PARTICIPATE IN THIS EVENT. I ALSO AGREE THAT AT ANY POINT THAT I FEEL ENDANGERED EITHER BY MY OWN ACTIONS OR THOSE OF OTHERS THAT I AM FREE TO WITHDRAW FROM THE EVENT AND WILL DO SO OF MY OWN FREE WILL I KNOW THAT I AM NOT GIVING UP ANY OF MY RIGHTS AND THAT IT IS OK FOR ME TO PARTICIPATE.

I HAVE READ THE ABOVE ASSUMPTION OF RISK. I FULLY UNDERSTAND WHAT IT MEANS AND HAVE SIGNED IT VOLUNTARILY.

MINORS PRINTED SIGNATURE MINORS SIGNED SIGNATURE DATE

PLEASE NOTE: If applicant does not have medical insurance, Promoto Promotions strongly suggest that the applicant does not participate in the Event(s). In the event of an injury, Applicant may be transported to a medical facility and the Applicant would be responsible for all medical costs, including but not limited to; ambulance or air transportation, emergency service, hospital care including doctors and surgical services and other costs arising from Applicant’s injuries or death. The person signing this Agreement is accepting such responsibilities and risks on behalf himself/herself or his/hers heirs or for whomever he/she are representing.

ASSUME ALL RISK of personal injury and/or death arising from practicing and/or participating in the scheduled event. Applicant recognizes that participation in the scheduled event is a HAZARDOUS ACTIVITY which is inherently dangerous, and has voluntarily entered the Event despite all known and unknown risk of personal injury including serious injury or death presented by participation in the Event.

THE UNDERSIGNED PARENTS OR LEGAL GUARDIANS HAVE READ AND VOLUNTARILY SIGN THE MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENT OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I, the undersigned Applicant having read and understood the terms of this Agreement, sign this Agreement freely and of my own accord realizing that is binding upon me, my heirs, assigns, and next of kin and have read both sides before signing.

SIGNATURE OF APPLICANT _____

APPLICANT PRINTED NAME _____

APPLICANT D.O.B. _____

SIGNATURE OF PARENT/LEGAL GUARDIAN _____

PRINTED NAME OF PARENT/GUARDIAN _____

PHONE NUMBER FOR PARENT OR GUARDIAN _____

ADDRESS _____

DATE _____

WITNESS: _____

If your parent can't come with you please fill this part out

My son/daughter _____ has my permission to participate at Clark County Fairgrounds on date_____. I authorize (over 18 adult) to be my son/daughters legal guardian on date _____ to sign all liability, releases and registration forms at the track. Also give consent for medical treatment if needed.

PARENT SIGNATURE _____

NOTARY PUBLIC SIGNATURE AND SEAL _____