

## DUCHESNE COUNTY DEMOLITION DERBY APPLICATION

<b>Car #</b>	<b>Entry Fee Paid \$</b>	<b>Date</b>	<b>Powder Puff added</b>
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	<b>Driver</b>	<b>Crew #1</b>	<b>Crew #2</b>
<b>Name</b>			
<b>Address</b>			
<b>Phone #</b>			

### Sponsors

<b>1.</b>	<b>6.</b>
<b>2.</b>	<b>7.</b>
<b>3.</b>	<b>8.</b>
<b>4.</b>	<b>9.</b>
<b>5.</b>	<b>10.</b>

<b>Make of Car</b>	<b>Year of Car</b>
<b>Powder Puff Driver</b>	<b>Release Form</b>

**DUCHESNE COUNTY FAIR PARTICIPANT  
WAIVER, RELEASE, AND INDEMNITY AGREEMENT**  
(This document affects your legal rights. Before signing you need to carefully read all of it)

Participant's Name \_\_\_\_\_ Birth Date \_\_\_\_\_  
(First) (Last) (mm/dd/yyyy)

Parent or Guardian Name (if participant is < 18 yrs. old) Birth Date \_\_\_\_\_  
(First) (Last) (mm/dd/yyyy)

\_\_\_\_\_  
(street address) (city) (state) (zip)

\_\_\_\_\_  
(phone) (email)

Emergency Contact Name(s), Contact Number(s), Relationship to Participant

1st Contact: \_\_\_\_\_

2nd Contact: \_\_\_\_\_

3rd Contact: \_\_\_\_\_

**WAIVER, RELEASE OF LIABILITY, INDEMNITY PROVISIONS**

In consideration of being permitted to participate in any way in the Duchesne County Fair (Pig Wrestling/Rodeo/Demolition Derby/Triathlon/Fun Run or Walk/Volleyball/Softball/Arena Cross/Barrel Racing, Horse Pull, Little Buckaroo, Petting Zoo) (circle one or more):

I, \_\_\_\_\_ (name of participant) the undersigned acknowledge, appreciate and agree that:

I, for myself and on behalf of my heirs, assigns, executors, administrators, representatives and their next of kin, or any other person HEREBY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE DUCHESNE COUNTY and DUCHESNE COUNTY FAIR BOARD (hereinafter referred to as County) and any and all related entities, officers, directors, employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of the premises used to conduct the event ("Releasees"), from all claims, demands, and causes of action WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. The risk of injury from the activities and events involved in participating in physical sports is significant. Action sports are known to be hazardous to participants and spectators. Major accidents occur in these and most sports, including the

potential for permanent paralysis and death. The social and economic losses and/or damages, which could result from these risks and dangers described, could be severe. Further, there may be other risks not known or that are not reasonably foreseeable at this time. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. Therefore, be it known that:

1. **I knowingly and freely accept and assume all such risks**, both known and unknown, and responsibility for the losses and/or damages following such injury, disability, paralysis, or death however caused and whether caused in whole or in part by the action, inaction, or negligence of the Releasees or otherwise.
2. The undersigned further certifies that he/she has no medical condition that would cause participation in activities at the County to be potentially hazardous to his or her health.
3. This agreement shall constitute authorization for the County to provide or cause to be provided such medical treatment to the undersigned as may be necessary or appropriate if an injury occurs while at the County. Each of the undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees and the County will be held harmless for the same.
4. Each of the undersigned expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Utah and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.
5. On behalf of the participant and/or spectator and individually, the undersigned parent(s) and/or legal guardian(s) for the minor participant execute this Waiver and Release. I/we hereby release, waive, discharge, and covenant not to sue County. If, despite this release, the participant and/or spectator makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money that they have paid to the participant and/or spectator, or on his behalf, and hold them harmless.
6. Photo/Video Release: I hereby grant the County permission to use my likeness, in any form, in any and all of its publications, including world wide web entries, without payment or any other consideration. I understand and agree that these materials will become the property of the County and will not be returned. I hereby irrevocably authorize the County to edit, alter, copy, exhibit, publish, and/or distribute any such image for purposes of identification for entry into the park, in advertisements, or for any other lawful purpose. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or relating to the use of the photograph.

**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 COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE FULLEST EXTENT ALLOWED BY LAW.**

Participant/Spectator Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Driver's License Number, if applicable: \_\_\_\_\_ State: \_\_\_\_\_

**FOR PARTICIPANTS AND/OR SPECTATORS UNDER AGE 18 AT THE TIME OF SIGNING:**

This is to certify that **I, AS PARENT (OR LEGAL GUARDIAN) AM LEGALLY RESPONSIBLE FOR THIS PARTICIPANT AND/OR SPECTATOR** and do consent and agree to hold the County harmless from any and all liabilities and incidents for my minor child's involvement, observation or participation in these programs, activities, and events as provided above and also independently of the minor participant/spectator's agreement herein even if arising from negligence of the Releasees or otherwise, to the fullest extent allowed by law.

Parent (legal guardian) Name (Print): \_\_\_\_\_

Parent (legal guardian) Name (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to Participant/Spectator: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_