

Burnet County Rodeo Association

DEMOLITION DERBY

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to enter for any purpose any RESTRICTED AREA (herein defined As including but not limited to the demolition derby area, pull track area, racing surface, pit areas, infield and all walkways, concessions ad other areas appurtenant to any area where any activity, related to the event shall take place), or being permitted to compete, officiate, observe, work for or for any purpose participate in any way in the event. THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs and next of kin acknowledge, agrees and represents that he/she has, or will immediately upon entering any of such restricted areas, and will consciously thereafter, inspect such restricted areas and all portions thereof which he/she enters and which he/she comes in contact, and he/she does further warrant that his/her entry upon such restricted area or areas and his/her participation, if any, in the event constitutes an acknowledgment that he/she has inspected such restricted areas and that he finds and accepts the same as being safe and reasonably sited for the purposes poses of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about restricted areas and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the restricted areas.

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promotor, participants, BCRA, sanctioning organization or any subdivision thereof, track operator, track owner, officials, car owners, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, for the purposes herein referred to as "releases", from any liability to the undersigned, his 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 death of the undersigned, whether caused by negligence of the releases or otherwise while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing, working for, or for any purpose participating in the event.
2. HEREBY 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 undersigned in or upon the restricted area or in any way competing, officiating, observing, working for, or for any purpose participating in the event and whether caused by the negligence of the releases or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the event. THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as it permitted by the law of the Providence of State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNIFY AGREEMENT, and further agrees that no oral representatives, statements and inducements apart from the foregoing written agreement have been made.

I HAVE READ THIS LIABILITY WAIVER.

PRINT NAME

SIGN NAME

____ / ____ / 20____
DATE