

**OFFICIAL ENTRY BLANK AND WAIVER, RELEASE
OF ALL CLAIMS AND HOLD HARMLESS AGREEMENT
FOR PARTICIPATION AS A CONTESTANT, PIT CREW
MEMBER OR RECIPIENT OF A PIT PASS ENTRY OR
ANYONE ENTERING THE RESTRICTED AREA**

Please read this form carefully and be aware that by signing this Waiver, Release of All Claims and Hold Harmless Agreement, and participating in the described activities, you will be waiving and releasing all claims for injuries, damages, arising out of any and all activities of any kind or nature whatsoever that you might sustain. The terms "I", "me", and "my" also refer to parents or guardians as well as the contestant, pit crew member, or recipient of a pit pass entry, all such persons being also hereinafter referred to as "Participant." As consideration for being allowed to participate and/or compete in the demolition derby or granted a pit pass entry or allowed to participate as a pit crew member at the Whiteside County Fair, the participant agrees to all statements and representations set forth in this agreement.

Furthermore, In Consideration of being permitted to enter for any purpose any part of the property (herein "Property") of the Whiteside County Central Agricultural Society commonly known as Whiteside County Fair, herein referred to as "WCF" and/or in consideration of being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in any events being conducted at the WCF, EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, children, parents, guardians, heirs, and next of kin, also collectively herein "Participant", acknowledges, agrees and represents that he/she has, or will immediately upon entering any part of such Property, and will continuously thereafter, inspect such Property and all portions thereof which he/she enters and with which he/she comes in contact, and he/she does further warrant that his/her entry upon such Property and his/her participation, if any, in the event constitutes an acknowledgement that he/she has inspected such Property area and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about such Property and he/she feels anything to be unsafe, he/she will immediately advise the officials of the WCF of such and will immediately leave the area. In further consideration of the foregoing, the Participant agrees as follows:

1. Participant information:

Name: _____
Date of Birth: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Home Phone Number: _____ Cell Phone Number: _____
Date of Participation: _____
Location of Participation: _____

2. As a Participant, I recognize and acknowledge that there are certain risks of physical injury, and I agree to assume the full risk of any injuries, including death, damages, or loss which I may sustain as a result of participating, in any manner, in any and all activities whatsoever connected with, associated with or arising out of the demolition derby which includes but not limited to driving in the derby, entry to the pit pass area, permission to participate as a pit crew member, participation as a contestant, being allowed in the pit area, and any and all other activities of any kind or nature whatsoever of the WCF or on the Property (collectively herein referred to as "Activities.") I further recognize and acknowledge that the activities are hazardous Activities and involve substantial risks of injury.

3. I agree to waive and relinquish any and all claims I may have as a result of participating in the Activities against the WCF, and its officers, agents, shareholders, directors, representatives, employees, and all other persons and entities of whatever nature that might be directly or indirectly liable for any injuries that I might sustain while participating. (The parties described in the preceding sentence are referred to as "Released Parties" in the remainder of this Agreement.)

4. I do hereby fully release and discharge the WCF, and any and all other Released Parties, from any and all claims resulting from injuries, including death, damages and losses sustained by anyone, and arising out of, connected with, or in any way associated with my conduct and any Activities.

5. The Participant acknowledges all the Activities are hazardous and dangerous activities and that by participating in the Activities, whether as a driver, contestant, employee, pit crew member, recipient of a pit pass entry, or volunteer, or in any other capacity of any kind or nature, the Participant is exposed to a substantial and serious risk of property damage, personal injury or death.

6. The Participant agrees that the Participant will not at any time, directly or indirectly, file or prosecute any cause of action, lawsuit, or any other proceeding of any kind or nature, against the WCF and any and all other Released Parties, arising out of, related to, or

concerning, any claims or demands that are waived, released or discharged by the Participant in this agreement or in any other actions, causes of action, claims or demands, that may be related in any way to the Activities and any other terms of this agreement.

7. THE PARTICIPANT HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Released Parties and each of them from any loss, liability, damage, or cost they may incur due to the presence of the Participant in or upon the area or Property or in any way competing, officiating, observing or working for, or for any purpose participating in any event or Activities and whether caused by the negligence of the Released Parties or otherwise.

8. THE PARTICIPANT HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of Released Parties or otherwise while in or upon the Property owned by WCF and/or while competing, officiating, observing, or working for or for any purpose participating in any event or the Activities.

9. **THE PARTICIPANT HEREBY AGREES THAT ABSOLUTELY NO ALCOHOLIC BEVERAGES OR GLASS CONTAINERS WILL BE BROUGHT ONTO THE WHITESIDE COUNTY FAIRGROUNDS AND PROPERTY UNDER ANY CIRCUMSTANCES BY ANY PARTICIPANT, DRIVER, CREW MEMBER OR PIT PERSON OR ANYONE ACCOMPANYING A PARTICIPANT. THE UNDERSIGNED HEREBY AGREES THAT NO ALCOHOLIC BEVERAGES WILL BE CONSUMED IN THE PIT AREA BY ANY DRIVER, CREW MEMBER OR PIT PERSON. I ALSO UNDERSTAND THAT ALL VEHICLES ENTERING THE PIT AREA WILL BE CHECKED BY THE WCF FOR ALCOHOLIC BEVERAGES AND GLASS CONTAINERS. I CERTIFY THAT I AM NOT UNDER THE INFLUENCE OF ALCOHOLIC BEVERAGES OR DRUGS.**

10. I further understand and agree that the terms such as "participation", "participating", "activities", referred to in this agreement, include all actions and physical movements of any nature while I am involved as a contestant, driver, pit crew member or authorized for a pit pass entry or involved with the demolition derby in any manner and in any way involved in an activity defined herein, for which I may be required to pay a fee or not pay a fee and further includes the provision and/or failure to provide proper instructions or supervision and use and adjustment of any and all equipment, supplies and apparatus and anything related to the use of the services provided by any of the Released Parties and all Activities referred to in this agreement and anything incidental thereto.

11. I expressly agree that this Waiver, Release and Hold Harmless Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Illinois, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

12. This Agreement shall be binding upon and inure to the Participant, and the heirs, legal representatives, children, parents, guardians, successors and assigns of the Participant and the individual signing this form.

13. I represent that I have full power, authority, capacity and right without limitation of any kind or nature whatsoever to execute, deliver and perform according to the terms of this agreement.

I have carefully read this Agreement and I fully understand the nature of this Agreement and have read and fully understood this Waiver, Release and Hold harmless Agreement and know the contents thereof and sign this Agreement as my own free act.

In Witness Whereof, I have executed this Release in the State of Illinois on the _____ day of _____, 20_____.

PARTICIPANT: TO BE SIGNED BY ALL DRIVERS, PARTICIPANTS, PIT CREW MEMBERS AND ANYONE GRANTED A PIT PASS ENTRY

Sign: _____ Printed Name: _____

Dated: _____

FOR ANY DRIVER UNDER THE AGE OF EIGHTEEN (18) THE AGREEMENT MUST ALSO BE SIGNED BY A PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT.

I, the parent or legal guardian, of the Participant have carefully read this Agreement and I fully understand the nature of this Agreement and have read and fully understand this Waiver, Release and Hold Harmless Agreement and know the contents thereof and sign this Agreement as my own free act and consent to _____ participating in the demolition derby and I further agree to be fully bound by the terms and conditions of this Agreement as the parent or legal guardian for the participant.

Sign: _____ Printed Name: _____

Dated: _____

Driver or Passenger(wire class only) entry fee: \$50	DL verified if driver under 18: yes	(for office use only)
Pit Pass fee: \$20	initials: _____	