

Minor Release

Waiver & Release Form Liability & Indemnity Agreement

The undersigned child and parent(s) and or his/her natural or legal guardian, the latter specifically acting in such capacity, acknowledge that races are conducted by or are a sanctioned event promoted by the Box Butte County Ag Society (County Fair) hereinafter called the releases or indemnification. A waiver of liability and indemnification by the participants and others connected therewith is required in order to permit the participants and others to enter in said event, or to be connected therewith in any capacity whatsoever; that the undersigned is about to enter on the premises or to participate in a certain event or to qualify, or to practice, therefore, such activity to be conducted at the Box Butte County Fair Grounds; that before permitting any contestant, assistant or other person to enter onto said premises or to engage in such contest or event, the aforesaid releases must be fully and completely released of any and all liability for all personal injuries, property damage, or injuries resulting in death, which may constitute claims on behalf of the undersigned, their heirs, executors, administrators, assigns, next of kin, or other person(s) claiming through them or on behalf of them.

The undersigned hereby assumes voluntarily all responsibility for any injury or damages to his own person or property of for any injury resulting in his/her death, while in or on such property described above, whether caused by neglect or otherwise of any of the releases or indemnities aforesaid or their agents.

Now, in consideration or receiving permission from undersigned parent, natural or legal guardian, the undersigned participant will enter said event on the above premises commonly called the _____

(event)

located at the Box Butte County Ag Society's Box Butte County Fair Grounds, the receipt of which is hereby acknowledged. The undersigned intends hereby, fully and completely to release and indemnify all of the persons, firms, parties and corporations here in above or here in after stated to be laborer, helper, pit man, mechanic, race car driver, car owners, participant, spectator, newspaperman, starter, concessionaire, guard, announcer, scorer, observer, repairman, or the assistants and helpers of any of them and all other person not specified or enumerated here, but who are in or about the event premises in any capacity or connection whatsoever, free and clear of all liability, loss, cost or damage, by reason of any injury suffered by the undersigned to person or property or resulting in his/her death, by virtue of his/her being upon said event premises or engaging in any of the activities above mentioned and even though such loss, injury or damage is caused by the neglect of fault of the indemnitee or releases herein. The undersigned agrees to save all of the said parties and each of them harmless for all liability, loss, cost or damage, including any court costs and attorney's fees, or any expenses whatsoever, by virtue of any injury of loss claimed by the undersigned or anyone for him or on his behalf, or by his personal representative, or next of kin, either in connection with any suit or to otherwise against any of the persons, corporations, promoters parties or any of their agents, servants, officers, employees, or other parties here in above mentioned and herein to be released and indemnified.

This waiver, release and indemnification agreement specifically embraces each and every event sanctioned, authorized or promoted by said releases during the entire season and applies to each and every event, show, race, or activity here in above mentioned, and has the same effect as if executed after every performance, show, race, activity, or event or after the close of the season, so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event here in above described during the entire season.

In signing the foregoing agreement, each of the undersigned hereby acknowledges, represents, and warrants:

- 1.) That he/she has read this agreement understands it and voluntarily signs it.
- 2.) That he/she is not an agent, servant or employee of any of the aforesaid releases.
- 3.) That he/she is an independent contractor and assumes and takes all responsibility for all charges, premiums and taxes, if any, payable on any funds he may receive as a result of this activity, including without limiting the generality of the foregoing, social security, unemployment, income and withholding taxes, and workmen's compensation insurance.

In construing this contract the following rules shall apply:

The enumeration of specific words shall not be construed as limiting words of general import. If any portion hereof shall be invalid, the balance shall not be withstanding, continue in full legal force and effect. The execution of this release and the acceptance thereof shall under no circumstances be construed as an admission of fault or liability against any of the parties herein released and indemnified.

The undersigned parent is referred to as the parent and natural guardian or legal guardian of the undersigned participant and hereby represents that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties herein referred to as releases from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said releases because of any defect in or lack of such capacity to so act and release said releases on behalf of both of the undersigned.

Parent, Natural Guardian or Legal Guardian Signature

Date

Minor Participant Signature

Date

Consent To Medical Treatment

I, the undersigned parent, natural guardian, or legal guardian, of the undersigned minor child (participant) whose birth date is _____ and whom is the child of _____ and/or _____ hereby authorize any duly authorized doctor, hospital, emergency medical service providers, or other medical facility to treat said minor child or relieve any injuries received by said minor child while he was a participant or observer at above mentioned event. I authorize any licensed physician or emergency medical service provider to perform any procedure deemed necessary in attempting to treat or relieve any injuries or any related unhealthy condition of said minor child and transport the said minor child to the closest medical facility for additional care.

Parent, Natural Guardian or Legal Guardian Signature

Date

Minor Participant Signature

Date

In witness whereof each of the undersigned has set his hand and seal this _____
Day of _____, 20_____.

State of _____
County of _____

Before me, a Notary Public, in and for said County and State, personally appeared _____(parent) and _____(minor child) who acknowledged that they had read the above and foregoing Minor Release, Waiver and Releases From Liability and Indemnity Agreement and Consent to Medical Treatment and that the affixing of the signature to said instruments was their voluntary act and deed.

Witness my hand and seal this _____ day of _____, 20_____.

Notary Public: _____

My Commission Expires: _____