

*THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES – READ CAREFULLY*

## **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

**Name and location of:**        **La Plata County Fair Demolition Derby  
Sky Ute Fairgrounds, 200 E. Hwy. 151  
Ignacio, Colorado 81137**

IN CONSIDERATION of being permitted to enter, for any purpose, any RESTRICTED AREA (herein defined as including but not limited to the derby arena, competition area, areas reserved and intended for participants or restricted to the general public, and all walkways, concessions and other areas appurtenant to any area where any activity related to the event shall take place), and/or being permitted to officiate, work for, or for any purpose participate, in any way, in the event and demolition derby, THE UNDERSIGNED, for himself, his successors, assigns, personal representatives, heirs and next to kin:

1. **ACKNOWLEDGES, AGREES AND REPRESENTS** that he will immediately upon entering any such Restricted Area, and will continuously thereafter, inspect such Restricted Area and all portions thereof which he enters and which he comes in contact, and he does further warrant that his entry upon such Restricted Area and his participation, if any, in the event constitutes an acknowledgment that he has inspected such Restricted Area and that he finds and accepts the same as being safe and reasonably suited for the purpose of his use. If, at any time, he is in or about Restricted Areas and feels anything to be unsafe, he will immediately advise the officials of such and will leave the Restricted Area.
2. **COVENANTS NOT TO SUE AND RELEASES, WAIVES AND DISCHARGES** the participants, sanctioning organization or any subdivision thereof, derby committee, derby association, land owner, arena operators or owners, officials, any persons in the restricted area, promoters, sponsors, advertisers, La Plata County and each of them, their elected officials, officers, employees and agents (all for the purpose herein referred to as "Releasees") from any and all losses, damages, costs and expenses including but not limited to attorneys' fees and court costs), liabilities, claims, causes of action or demands of any nature related to or arising from participation in the demolition derby and event or access to the Restricted Area while the undersigned is in, on or upon an Restricted Area for any reason whatsoever, including but not limited to injury to the person or property or death of the undersigned, whether caused by the negligence of the Releasees or otherwise.
3. **AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them from any causes of action, judgments, losses, liabilities, damages, demands, claims or costs and expenses (including but not limited to attorneys' fees and court costs) of any nature they may incur related to or arising, in any way, from the undersigned's participation in the event and demolition derby or his access to the Restricted Area while the undersigned is in, on or upon the Restricted Area for any purpose, whether caused by the negligence of the Releasees or otherwise.
4. **ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of Releasees or otherwise while in, on or upon the Restricted Area and/or while competing, observing, officiating, working for or for any purpose participating in the event and demolition derby.

**I, THE UNDERSIGNED, expressly acknowledge and agree that the ACTIVITIES OF THIS EVENT ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE.** I further expressly agree that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

La Plata County Fair Demolition Derby  
2500 Main Ave, La Plata County Fairgrounds  
Durango, Colorado 81301

and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue to full legal force and effect.

**I VOLUNTARILY SIGN MY NAME TO THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made to me.**

**I HAVE READ THIS DOCUMENT. I UNDERSTAND THAT IT IS A RELEASE AND WAIVER OF ALL CLAIMS AND UNDERSTAND THAT I ASSUME ALL RISKS INHERENT TO THE DEMOLITION DERBY AND EVENT. I FURTHER UNDERSTAND THAT I AM AGREEING TO INDEMNIFY, SAVE AND HOLD HARMLESS THE RELEASEES, AS SET FORTH IN TH AGREEMENT.**

**I ACKNOWLEDGE AND AGREE THAT I AM UNDER NO PRESSURE OR DURESS TO SIGN THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND THAT I HAVE BEEN GIVEN A REASONABLE OPPORTUNITY TO REVIEW IT BEFORE SIGNING. I FURTHER ACKNOWLEDGE AND AGREE THAT I AM FREE TO HAVE MY OWN LEGAL COUNSEL REVIEW THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT IF I SO DESIRE.**

**I FURTHER UNDERSTAND AND AGREE THAT ABY SIGNING THIS AGREEMENT, I VOLUNTARY SURRENDER CERTAIN LEGAL RIGHTS.**

PRINT NAME - DRIVER	SIGNATURE	DATE
PRINT NAME – PIT CREW	SIGNATURE	DATE
PRINT NAME – PIT CREW	SIGNATURE	DATE
PRINT NAME – PIT CREW	SIGNATURE	DATE
PRINT NAME – PIT CREW	SIGNATURE	DATE
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PRINT NAME – PIT CREW	SIGNATURE	DATE
PRINT NAME - OFFICIAL	SIGNATURE	DATE
PRINT NAME – VOLUNTEER	SIGNATURE	DATE