



# Delta County Fair Minor Release

August 5<sup>th</sup>-12<sup>th</sup>, 2017 Delta County Fairgrounds

## **PARENTAL CONSENT, RELEASE and WAIVER of LIABILITY, ASSUMPTION of RISK and INDEMNITY AGREEMENT**

In consideration of a minor child (the Minor) being permitted to compete, officiate, observe, work or participate in any way in the event(s) or being permitted to enter for any purpose any RESTRICTED AREA, (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), Each of the undersigned parents, for himself or herself, his/her personal representatives, heirs and next of kin:

1. Acknowledges, that he/she knows the nature of the EVENT(S) and the Minor's capabilities, and believes the Minor to be qualified to participate in the EVENT(S); and agrees, and represents that he/she has or will immediately upon the Minor entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which the Minor enters, and he/she further agrees and warrants that, if at any time, the Minor is in or about RESTRICTED AREAS and he/she or the Minor feels anything to be unsafe, he/she will immediately advise the officials of such and if necessary will instruct the Minor leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Delta County, Colorado, its officials, officers, employees, agents, volunteers, and any promoters, participants, stock contractors, stock owners, racing associations, sanctioning organizations or any subdivision thereof, arena and track operators, arena and track owners, officials, competition vehicle owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation of loss control activities regarding the premises of EVENTS(S) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, THE MINOR, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED OR THE MINOR ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF OTHERS, OR BY ACT OR FAILURE OF OTHERS, OR OF STOCK, MACHINERY, EQUIPMENT, or otherwise, INCLUDING BUT NOT LIMITED TO ACT OR FAILURE OF OTHERS, OR BY STOCK, MACHINERY, EQUIPMENT, NATURAL CONDITIONS OR OF IMPROVEMENTS.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED OR MINOR'S INJURY OR DEATH, WHETHER CAUSED BY, INCLUDING BUT NOT

LIMITED TO, THE NEGLIGENCE OF OTHERS, OR BY ACT OR FAILURE OF OTHERS, OR OF STOCK, MACHINERY, EQUIPMENT, or otherwise, INCLUDING BUT NOT LIMITED TO ACT OR FAILURE OF OTHERS, OR BY STOCK, MACHINERY, EQUIPMENT, NATURAL CONDITIONS OR OF IMPROVEMENTS.

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) WHETHER CAUSED BY, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF OTHERS, OR BY ACT OR FAILURE OF OTHERS, OR OF STOCK, MACHINERY, EQUIPMENT, or otherwise, INCLUDING BUT NOT LIMITED TO ACT OR FAILURE OF OTHERS, OR BY STOCK, MACHINERY, EQUIPMENT, NATURAL CONDITIONS OR OF IMPROVEMENTS.
5. HEREBY acknowledges and will instruct the Minor that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE. Each of the UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the Event(s) is/are 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.
7. The Undersigned signs this agreement on his/her's own behalf and on behalf of the Minor

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, 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 A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I am more than Eighteen years of age.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
MINOR'S NAME

\_\_\_\_\_  
MINOR'S DATE OF BIRTH

\_\_\_\_\_  
PRINTED NAME OF PARENT OR GUARDIAN

\_\_\_\_\_  
SIGNATURE OF PARENT OR GUARDIAN