



Last Name, First Name

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**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY (Release),
AND PARENTAL CONSENT AGREEMENT**

FIGURE 8, BUMP ‘N’ GRIND, DEMO DERBY, AND/OR ANY OTHER EVENT CLASS

This (Release) is in effect until December 31, 2023

In consideration of being permitted to participate in any way in any of the above mentioned events, I, for myself, my personal representatives, assigns, heirs, and next of kin:

- 1) Acknowledge, agree, and represent that I understand the nature of such activities and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.
- 2) Acknowledge that I have read and fully understand that Bay County Fair and Youth Exposition Safety and Car Rules. I hereby agree to follow all general rules and safety and set up preparation.
- 3) I fully understand that: a) The activity undertaken involves risks and dangers of serious bodily injury, including permanent disability, paralysis and death(“risk”); b) these risks and dangers may be caused by my own actions or inactions of others participating in the activity, the condition in which the activity takes place, or the negligence of the Releases named below© there may be other risks and social and economic loses either not known to me or not readily foreseeable at the time and fully accept and assume all such risks and all responsibility for losses, costs and damages I incur as a result of my participation in the activity.
- 4) I hereby release, discharge, and covenant not to sue the Bay County Fair Board, the County of Bay, its respective, administrators, directors, agents, officers, volunteers, and employees, (the Releases hereon) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releases or otherwise, including, but not limited to, negligent rescue operations, and I further agree that if, despite the release and waiver of liability, assumption of risk and indemnity agreement, I or anyone on my behalf, makes a claim against the Releases, I will defend indemnity, save and hold harmless each of the Releases from any litigation expenses, attorney fees, loss, liability, damages, or cost which may incur as the result of such claim.

I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed freely and without any inducement or assurance of any nature and intent it to be a complete and unconditional release of all liability to the greatest extent allowed by law agree that if any portion of the agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

- 5) **FOR MINORS:** And in addition to the paragraphs above, I, the Minor’s parent and/or legal guardian, understand the nature of activities and the Minor’s experience and capabilities and believe the Minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and agree to defend, indemnify and save and hold harmless each of the Releases from all liability, claims, demands, losses, or damages on the Minor’s account caused or alleged to be caused in whole or in part by the negligence of the Releases or otherwise, including, but not limited to, negligent rescue operations and further agree that if, despite this release, I, the Minor, or anyone on the Minor’s behalf makes a claim against any of the Releases named above, I will indemnify, save and hold harmless each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost that may incur as the result of any such claim.

Minor’s Name: _____ Minor’s Birth Date: _____

Minor’s SS#: _____ Minor’s Drivers License #: _____

Parent/Legal Guardian Name: _____ SS#: _____

Parent/Legal Guardian Signature: _____ Date: _____