

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

“READ CAREFULLY BEFORE SIGNING”

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in any Bed Race events or activities “(EVENTS), or being permitted to enter for any purpose and RESTRICTED AREAS thereof (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), I, myself, my personal representatives, heirs and next of kin:

1. Herby acknowledge, agree, and represent that I will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which I enter and I further agree and warrant that if at any time I am in or about the RESTRICTED AREAS and I feel anything to be unsafe, I will immediately advise the officials of such and will leave the RESTRICTED AREAS and will refuse to participate further. I understand that the nature of the EVENT may not permit me to inspect the RESTRICTED AREAS and/or EVENT course and facilities (including adjacent areas thereof) with which I may contact during the EVENT prior to my participation and that there may be risks not known to me or that are not foreseeable at this time. I agree that, if at any time, I feel anything to be UNSAFE, I will immediately take all necessary precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further in the EVENT.

2. Hereby RELEASE, WAIVE and DISCHARGE the promoters, participants, racing associations, sanctioning organizations or any affiliate, subsidiary or subdivision thereof, track operators, track owners, officials, bed owners, pushers, pit crews, rescue personnel and person in any RESTRICTED AREA, sponsors, advertisers, owners, and lessees of premises used to conduct the EVENTS, premises and event inspectors, surveyors, underwriters, consultants, and others who give recommendations, directions, or instructions or engage in risk evaluations or loss control activities regarding the premises or EVENTS and for each of them, their directors, officers, agents and employees, World's Biggest Fish Fry/ Paris-Henry County Jaycees or any associates all for the purposes herein referred to as “RELEASEES,” FROM ALL LIABILITY TO ME, my 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 THE DEATH OF THE INDERSIGNED ARISING OUT OF OR RELATED TO THE EVENTS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. In addition, I COVENANT NOT TO SUE any of the RELEASEES based upon any claim arising out of any of the EVENTS.

3. Herby ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENTS whether causing by the NEGLIGENCE OF RELEASEES or otherwise.

4. Herby AGREE TO ENDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them from any loss, liability, damage, or cost they may incur due to claims brought against the RELEASEES arising out of my injury, or death, or damage to my property while I am in the RESTRICTED AREAS and/or while competing, practicing, officiating, observing or working for or for any purpose participating in the EVENTS and whether caused by the negligence of the RELEASEES or otherwise.

5. Herby acknowledge the EVENTS ARE POTENTIALLY VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that INJURIES MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF HE RELEASEES.

6. Herby agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASE, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws and the Province or State in which the EVENTS 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.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY 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 LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

World's Biggest Fish Fry Bed Race @ Downtown Paris TN
Description and Location of Event

April 22, 2017
Event Date(s)

SIGNATURE PRINTED NAME

April 22, 2017
Date

Witness/Registrar: Signature PRINTED NAME

April 22, 2017
Date