

CITY OF WILMORE COASTER CAR DERBY 2019

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

- 1.** In consideration for receiving permission to participate in the **City of Wilmore Coaster Car Derby**, I and on behalf of my minor child, hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the City of Wilmore, Wilmore Community Development Board, Wilmore Parks and Recreation their officers, agents, board members, or employees and any and all Corporate Sponsors, Participants, Parents/Guardians of Participants, their officers, agents, or employees. (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my minor child, or to any property belonging to me or my minor child, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law
- 2.** I am fully aware of the risks and hazards connected with the **City of Wilmore Coaster Car Derby** and I am aware that such activities include the risk of injury and even death, and I hereby voluntarily elect to allow my minor child to participate in said activities, knowing that the activities may be hazardous to our property and ourselves. I understand that none of the RELEASEES require me to participate in this activity. I and on behalf of my minor child voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me or my minor child, or any loss or damage to property owned by us, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law **3.** I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that RELEASEES may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.
- 4.** It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the abovenamed RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky and that any mediation, suit, or other proceeding must be filed or entered into only in Kentucky and the federal or state courts of Kentucky. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.
- 5.** I understand and agree that, as a prerequisite to competing in the **City of Wilmore Coaster Car Derby** that my minor child together with his/her car shall have undergone and passed an inspection conducted by Wilmore Community Development Board and/or Wilmore Parks and Recreation in their collective sole discretion to determine compliance with its rules, spirit and specifications applicable to the division and that the decisions of Wilmore Community Development Board and Wilmore Parks and Recreation and its officials regarding qualification, disqualification and compliance with the rules, spirit and specification applicable to the division shall be final and binding upon me, my minor child and all other parties and participants.
- 6.** I understand that any and all videotapes, films, photographs and/or motion pictures made of myself/my child or for which I/my child posed, and/or audio recordings made of my/my child's voice relative to the Coaster Car Derby may be used by Wilmore Community Development Board, Wilmore

Parks and Recreation and its agents, assignees, licensees, or successors, in whatever way they may desire, including for television programs and/or any other such publicity. Furthermore, I hereby agree that any such photographs, films, videotapes, and other recordings, shall at all times be the property of Wilmore Community Development Board and Wilmore Parks and Recreation. Wilmore Community Development Board and Wilmore Parks and Recreation shall have all right, title and interest to sell, duplicate, reproduce or make other uses of such photographs, films and other recordings, as it may desire, free and clear of any claim whatsoever on my part. I further hereby release, discharge and agree to hold harmless Wilmore Community Development Board, Wilmore Parks and Recreation and their agents, successors, licensees and assignees from all claims and demands whatsoever which I may have arising out of or in connection with the foregoing and waive any right to inspect or approve the same.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement on this _____ day of _____, 2019.

WITNESS:

PARENT/GUARDIAN ON BEHALF OF PARTICIPANT:

Print Name: _____

Print Name: _____

PARENT/GUARDIAN OF PARTICIPANT

Print Name: _____

Parents and Guardians must sign both as Parent/Guardian on Behalf of Participant and as Parent/Guardian of Participant.