

**Release and Waiver of Liability and
Indemnity Agreement For 2009 Demolition Derby
Marshall-Putnam Fair Association**

In Consideration of being permitted to enter for any purpose any part of the property of the Marshall-Putnam Fair Association, and/or in consideration of being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in any events being conducted at the Marshall-Putnam Fair Association, EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any part of such property, and will continuously thereafter, inspect such property and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such property and his participation, if any, in the event constitutes an acknowledgement that he has inspected such property area and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about such property and he feels anything to be unsafe, he will immediately advise the officials of the Marshall-Putnam Fair Association of such and will immediately leave the area. In further consideration of the foregoing, the undersigned agrees as follows:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, car owners, drivers, pit crew, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, the Marshall-Putnam Fair Association, or its directors, officers, or employees, all for the purposes herein referred to as "releasees", from all liability to the undersigned, 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 of or resulting in death of the undersigned, whether caused by the negligence of the releasees, or otherwise, while the undersigned is in or upon the aforesaid areas, and/or, competing, officiating in, observing, working for, or for any purpose participating in any of said events.

2. THE UNDERSIGNED 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 due to the presence of the undersigned in or upon the area or in any way competing, officiating, observing or working for, or for any purpose participating in any event and whether caused by the negligence of the releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the said areas and/or while competing, officiating, observing, or working for or for any purpose participating in any event.

4. THE UNDERSIGNED HEREBY AGREES THAT ABSOLUTELY NO ALCOHOLIC BEVERAGES OR GLASS CONTAINERS WILL BE BROUGHT ONTO THE MARSHALL-PUTNAM FAIRGROUNDS UNDER ANY CIRCUMSTANCES BY ANY DRIVER, CREW MEMBER OR PIT PERSON. THE UNDERSIGNED HEREBY AGREES THAT NO ALCOHOLIC BEVERAGES WILL BE CONSUMED IN THE PIT AREA BY ANY DRIVER, CREW MEMBER OR PIT PERSON. I ALSO UNDERSTAND THAT ALL VEHICLES ENTERING THE PIT AREA WILL BE CHECKED BY THE MARSHALL-PUTNAM FAIR ASSOCIATION FOR ALCOHOLIC BEVERAGES AND GLASS CONTAINERS.

EACH OF THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. Each of the undersigned further expressly agrees that the foregoing Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representation, statements or inducements apart from the foregoing written agreement have been made.

Signature

Print Name

Parents' Signature if entrant is under 18 years

Failure to sign this release automatically voids your entry.

ADDITIONAL RULES TO BE IMPLEMENTED BY THE MARSHALL-PUTNAM FAIR ASSOCIATION

1. All vehicles entering the pit area of the Marshall-Putnam Fair Grounds on Sunday, July 12, 2009 for the scheduled demolition derby, will be checked for alcoholic beverages and glass containers. All alcohol and glass containers will be taken and left at the west gate pit entrance. THE MARSHALL-PUTNAM FAIR ASSOCIATION WILL NOT BE RESPONSIBLE FOR ANY ITEMS LEFT AT THE WEST GATE PIT ENTRANCE.
2. Anyone entering the pit area of the Marshall-Putnam Fair Grounds on Sunday, July 12, 2009 must sign a Release and Waiver of Liability and Indemnity Agreement for the Marshall-Putnam Fair Association 2009 Demolition Derby. Anyone under the age of 18 must also have a parent's or guardian's signature on the Release and Waiver of Liability and Indemnity Agreement for the Marshall-Putnam Association 2009 Demolition Derby.
3. No one wearing a pit pass wristband will be allowed to enter any area selling alcohol or any area allowing alcohol consumption until the pit pass wristband has been permanently relinquished to the security personnel in charge of the entrance to that area. The pit pass wristband will be replaced with a general admission Demo Derby wristband. The pit pass wristband will not be returned upon leaving the alcohol area.