

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

5th Annual Twinkies Festival

Box Car Derby – October 14, 2017

IN CONSIDERATION for being permitted to participate in the Box Car Derby Race, scheduled for October 14, 2017 (the “Event”), co-sponsored by Hostess Brands, Emporia Area Chamber of Commerce, City of Emporia, & Lyon County Fairgrounds

THE UNDERSIGNED PARTICIPANT(S):

- 1. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Sponsors, their officers, employees and members, along with any other sponsors and all of their holdings, and owners and lessees of premises used to conduct the event and the volunteers assisting in the event, promoters, sponsors and advertisers (collectively the “Releasees”) from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise while the undersigned is participating in the Event;
- 2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees from any loss, liability, damage, or cost (including attorney’s fees) he/she/they may incur due to the presence of the undersigned participating in the Event and whether caused by the negligence of the Releasees or otherwise.
- 3. THE UNDERSIGNED PARTICIPANT(S) agree that while participating in this Event, the use of alcohol or any substance which affects the ability to operate or control his or her vehicle or may be considered as hazardous to the health and safety of participants and spectators is strictly forbidden.
- 4. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of Releasees or otherwise while participating in the Event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State of Michigan and that if any portion thereof is held invalid, it is agreed that the balance will, 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 agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made. I understand and accept that in the course of my attendance at and participation in the Event, Film or Photographs may be taken. I acknowledge and agree that such film/photographs may be used in any medium by the Sponsors for advertising and promotional purposes in any medium, without compensation to me.

Child’s Name: _____

Date: ____/____/_____

Address: _____

City, State Zip

Signature of Parent/Guardian: _____

Printed Parent/Guardian Name: _____