



Franklin County Fair

Power Wheels Demolition Derby

Saturday, July 15, 2017 at 8:00 p.m.

Union, Missouri

Contact Gary Banderman, Jr. 573-694-4395

Ages 4-6 and 7-9

Derby Entry Fees:

Entry fee is included in paid Fair admission

Fill out the information below:

Participant Name (printed) _____

Participant's Age _____ (Circle one) Male or Female

Participant's Address _____

Parent or Guardian (Read attached Liability form & Waiver, Then fill out information below)

*By signing below you are certifying that you have read and agree to the terms above and give permission for your child to participate in the event.

PARENT/GUARDIAN SIGNATURE

Date: _____

Printed Name/Guardian: _____

Address: (Street) (City) (State) (Zip)

Phone: _____

Power Wheels Derby Information, Rules and Waiver:

We will have two classes ages 4-6 and 7-9. Each child will be responsible to provide their own power wheels. Classes will be 10 minutes long. We will tape balloons around the power wheels once all the child's balloons are popped they will be out. Also if they get out of the Power Wheels during the race they are finished. Please see the rules below. Contact Gary Banderman- Fair Co-Chair with any questions@ gbanderman@woodybogler.com or 573-694-4395

RULES:

- 1. Parents- Remember this is supposed to be fun for the kids. Please don't ruin it for them or you will be asked to leave the fair!!**
- 2. Class #1- ages 4-6 and Class #2 ages 7-9**
- 3. Derby is limited to 6 volt or 12 volt Power Wheels only**
- 4. No added reinforcements for strength accepted.**
- 5. Stock Tires only- No screws allowed- You may add rubber to the tires for additional traction as long as screws are not used.**
- 6. No lift kits or lowering of Power Wheels- It must sit like it did when it was purchased.**
- 7. Stock Batteries may be replaced with 12 volt lawn mower/ motor cycle battery.**
- 8. Battery must be secure!**
- 9. Helmets are a must! No acceptations. Bicycle helmets are ok**
- 10. NO PASSENGERS**
- 11. Everyone participating is required to pay admission to fair to participate.**
- 12. Each power wheel will need to have a number on it.**
- 13. Decorations are ok as long as they are not used for reinforcement. Remember this is for the kids let them have fun with it!!**
- 14. 1 parent will be allowed on the track to assist their child during the event.**

Liability Form & Waiver

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

IN CONSIDERATION of being permitted to participate in any way in the Franklin County Fair Power Wheels Derby (“Activity”) I, for myself for personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Power Wheels Derby 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. FULLY UNDERSTAND THAT: (a) Power Wheels Derby INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“RISKS”); (b) these Risks and Dangers may be caused by my own actions or inaction’s, the actions or inaction’s of others participating in the Activity, the condition of the Activity takes place, or the NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.
3. HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE Franklin County Fair Board, its individual members, and/or the City of Union, Missouri, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place (each considered one of the “RELEASEES” herein) 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 “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENCE RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY AGREEMENT, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.
4. VENUE I hereby consent to the venue being proper in the Circuit Court of Franklin County, Missouri concerning any contractual or tortious claims or disagreements involving any and all parties named herein.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

MINOR RELEASE

AND I, THE MINOR’S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE POWER WHEELS DERBY ACTIVITIES AND THE MINOR’S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE’S 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 “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENCE RESCUE OPERATION 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 RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.