



2021 Lauderdale County Fair
Kiddie Derby
794 Co-op Dr. Halls, Tn. 38040
Release & Waiver of Liability

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 LAUDERDALE COUNTY FAIR KIDDIE 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 the Kiddie Derby and that my child is 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 my child's participation in the Activity.

2. FULLY UNDERSTAND THAT (a) Kiddie Derby INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, (b) these risk and dangers may be caused by my own actions or inaction's, the actions of others participating in the Activity, the condition of the Activity takes place, or the NEGLIGENCE OF THE RELEASEES NAMES 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, COST, AND DAMAGES I/MY CHILD incur as a result of my child's participation in the Activity.

3. HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE Lauderdale County Fair Board, its individual members, and/or the Town of Halls, Tennessee, and/or the Lauderdale Chamber/ECD 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 "RELEASEE" OR OTHERWISE, INCLUDING NEGLIGENCE RESCUE OPERATIONS AND I FURTHER AGREE that 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, attorney fees, loss, liability, damage, or cost which, may incur as the result of such a claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGN IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTENT IT TO BE 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 PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE KIDDIE DERBY ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH AND IN THE PROPER PHYSICAL HEALTH 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 RELEASEE OR OTHERWISE, INCLUDING NEGLIGENT 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 RELEASEE'S NAMES ABOVE, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS OF LIABILITY, DAMAGE, OR ANY COST THAT MAY INCURE AS THE RESULT OF ANY SUCH CLAIM.

Legal Guardian: _____

Child's Name Participating: _____

Child's Age: _____

Contact Phone Number: _____