

## **2017 Bed Race Waiver & Release Form**

1. Applicants age 18 and over, complete Part A only.
2. Applicants age 16 - 17 must have parent(s) or guardian(s) complete Parts A and B.
3. All Applicants/Racers must complete this form and bring proof of identification on race day.

### **Part A: WAIVER & RELEASE FROM LIABILITY**

#### **1. WAIVER & RELEASE:**

In consideration of each applicant racer (“Applicant”) being permitted to enter into areas of the bed race course to which the general public is prohibited from entering (“Restricted Area”), or being permitted to compete, observe, or participate in the bed racing event (“Event”), EACH APPLICANT, for themselves, Applicant’s personal representatives, heirs, and assigns, acknowledges, agrees and represents that Applicant has or will immediately upon entering any of such Restricted Areas, and will continuously thereafter, inspect such Restricted Area or Areas. Furthermore, Applicant’s participation in the Event constitutes an acknowledgement that Applicant has inspected all Restricted Areas and has reviewed the conditions, requirements and the location of the Event, and that Applicant finds and accepts the same as being safe and reasonably suited for the purpose of Applicant’s use. Applicant further agrees and warrants that if at any time, Applicant is in or about a Restricted Area or location in which Applicant feels anything to be unsafe or unsuitable, Applicant will immediately advise race officials of such conditions and will leave the Restricted Area(s) and/or withdraw from the Event.

Applicant hereby releases, waives, discharges and covenants not to sue Family Promise of East Bell County, it’s agents, representatives and officers, the City of Belton, the promoters and sponsors of the Event, other participants, operators, and all of their assigns, and respective heirs (collectively “Family Promise Indemnities”) for any damage, demands, suits, causes of action, or claims of every kind and character caused by, arising out of or relating to any injury to, or death of, or claim by, Applicant, whether caused by the negligence of the Family Promise Indemnities or otherwise while Applicant is in, upon or near the Restricted Area, and/or competing, observing, or participating in the Event.

#### **2. INDEMNITY & HOLD HARMLESS:**

Applicant hereby agrees to indemnify, save and hold harmless the Family Promise Indemnities from any loss, liability, damage, or cost Applicant may incur due to the presence of Applicant in, upon or near the Restricted Area or in any way competing, observing, or participating in the Event and whether caused by the negligence of the Family Promise Indemnities or otherwise.

#### **3. ASSUMPTION OF RISKS:**

Applicant fully understands that physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Some of these risks include, but are not limited to, strenuous exertions of strength using various muscle groups, quick movements involving speed and change of directions, and sustained physical activity which places stress on the cardiovascular system. The specific risks vary from one activity to another, but in each activity the risks range from 1) minor injuries such as scratches, bruises and sprains to 2) major injuries such as loss of sight, joint or back injuries, concussions, and heart attacks to 3) catastrophic injuries including paralysis and death. Applicant hereby assumes full responsibility for the risks listed herein. EACH APPLICANT further expressly agrees that this waiver and release agreement is intended to be as broad and inclusive as is permitted by law in the State of Texas and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

