

# Troy Fair Demolition Derby

Power wheels Entry Form

2019

Child's Name. \_\_\_\_\_ AGE \_\_\_\_\_ (3-10 yrs).

Parent or legal guardian. \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_

Phone # \_\_\_\_\_, E mail \_\_\_\_\_

Sponsor; \_\_\_\_\_, Night of participation Fri.\_\_\_\_ Sat.\_\_\_\_ Both. \_\_\_\_

**Participant consent form** is to be sent in with this registration form, this will make it so the parent can register the car the night of the derby without the child having to be present at the sign up area. Parental consent form will be filled out at registration, the day of event.

Registration at GATE 1 (pit area) children will NOT be allowed beyond registration area.

Bring car with you to registration

Car entry is free but parents will be responsible for tickets into the fair and show, they will NOT be included.

Power wheels derby is designed for entertainment and to let our younger drivers have some participation. This is a timed event and is not a competition, however it is still a contact event. With this in mind your child may be subject to minor bumps or bangs and associated minor injury.

We would like the entry forms turned in one week in advance. Send completed entry form to Sylvania Lions Club, PO Box 5, Sylvania PA 16945

**DRIVERS ENTRY:** Entrants in the derby are not employees of Sylvania Lions Club inc. But are independent contractors and assume all related responsibilities.

1. This is supposed to be FUN for the kids!! Parents PLEASE don't ruin it for them.
2. Drivers must be 3 – 10 years old, ALL kids must be accompanied by an adult.
3. Driver only, NO passengers.
4. All drivers must supply their own car and set it up according to the rules.
5. Drivers must wear a helmet, bike helmets are permitted
6. A seatbelt is recommended but not required.
7. Power wheel must be ride in type, NO 4-wheeler, tractor, motorcycles
8. Derby is limited to 12-volt battery or less. Batteries no larger than a lawn mower replacement. No car batteries or 24 volt conversions. It can be positioned anywhere inside the car, just not in passenger seat, must be secured and covered.
9. All Power Wheels must remain as they came from the store. Nothing added or reinforced for strength. Stock tires only, no screws or chains allowed.
10. Doors and hood must be secured not to come open.
11. Cars may be decorated as long as not a safety hazard to them or others.

Entry questions contact Lion George Page, 570 297 4181 leave a message if no answer, thank you.

Set up rules Tim Avants 570-250-7556

ALL cars must be at the track by 6:00 PM for inspection

## **RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT**

**Notice** – By signing this document you may be waiving certain legal rights, including the right to sue.

### **Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement**

In consideration of being allowed to use the facilities and participate in a pancake eating contest, kiddie pedal pulls, power wheels, and other activities (collectively the “Activities”) provided by Alparon Community Park dba Troy Fair (the “Host”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS**, demands, and/or causes of action that they have or may have against the Host arising out of the Participant’s participation in the Activities or the use of any equipment provided by the Host (“Equipment”), including while receiving instruction and/or training;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury, paralysis, and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction, training, and/or emergency medical care (*see* Consent to Treat below). The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction, training and/or emergency medical care.

### **Photography Release**

Participant hereby grants to the Host, its representatives, and employees the right to take **photographs of Participant** in connection with Participant’s participation in the Activities, regardless of payment by Participant. Participant hereby authorizes the Host to edit, alter, copy, copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, Web content, and for purposes of identification for entry into the park.

### **Consent to Treat**

*Participant*, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, hereby consent to any reasonably necessary and appropriate emergency medical treatment provided by the Host, emergency medical responders, and/or other emergency or medical personnel.

**Personal Responsibility**

**The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes Participant from participating in the Activities and that he/she is not participating against medical advice.**

**The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment and facilities before any participation.**

**The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.**

**If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.**

To the extent that any portion of this Agreement is deemed to be invalid under the law of Pennsylvania, the remaining portions of the Agreement shall remain binding and available for use by the Host, its counsel, and Participant in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant's Name (Printed): \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian's Name (Printed): \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_