

Registration Fee: \$25.00

DEADLINE FOR ENTRIES:

Monday, September 25, 2023 AT THE FAIR OFFICE.

Online entries and at-event entries NOT accepted.

ASSIGNED CAR NUMBER: _____

PAID: ---

***NO GATE PASSES INCLUDED IN REGISTRATION FEE- GATE ADMISSION BRACELETS
(\$10 EACH) MAY BE PURCHASED AT TIME OF REGISTRATION******

**Metcalfe Fair
Demolition Derby
Thursday, September 28, 2023**

NOTE: Please review Demolition Derby Rules at <http://www.ontariodemoderby.com/rules.htm>

NAME: _____

ADDRESS: _____

PHONE: _____ VEHICLE MAKE: _____

AGE OF DRIVER: _____ # of Cylinders: _____

SPONSOR (if any): _____

Consent:

The owner and the operator of the car entered in the Demolition Derby acknowledge that they agree to accept the risk of injury to persons and property associated with participating in this event, and each of them releases the Metcalfe Agricultural Society, its officers, directors and members jointly and severally from all claims and demands arising from injury to person or death and/or damage to property. In addition, each applicant agrees to indemnify and hold the Metcalfe Ag Society officers, directors and members harmless from and against any and all claims, demands, damages, liabilities, costs and expenses arising out of injuries to persons and or cars or death of persons occurring during their performance in the Derby.

OWNER: _____ DRIVER: _____

I the undersigned applicant hereby represent and warrant that I am the owner of the vehicle to be used by me at the demolition derby event at the Metcalfe Fair. I hereby sell, transfer, and assign all of my property rights in the said vehicle after the completion of the event at Metcalfe Fair. The transfer of the applicant's vehicle to the Metcalfe Fair Agricultural Society (MAS) is optional. If the Vehicle is transferred to the MAS, the MAS will arrange for removal of the said vehicle and any proceeds of the sale will go into the general funds of the Metcalfe Agricultural Society.

Vehicle To Be Transferred to MAS for disposal.

Signature of Owner

If the applicant chooses not to transfer vehicle to the MAS, the applicant will arrange for removal of said vehicle at his expense by no later than 2 hours following the event from the Metcalfe fairgrounds. Any vehicle not so removed will be removed by the Metcalfe Agricultural Society who shall retain any proceeds from the sale of said vehicle.

Owner to remove vehicle from Metcalfe Fair Grounds

Signature of Owner

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

DEMOLITION DERBY, METCALFE FAIR
2821 8th Line Road, Metcalfe, Ontario (the "EVENT")

Date Release Signed

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the event, being permitted to enter for any purpose any restricted area (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), THE UNDERSIGNED, for him/herself, his/her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he/she has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect the restricted areas which he/she enters, and he/she further agrees and warrants that, if at any time, he/she is in or about restricted areas and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and if necessary will leave the restricted areas and/or refuse to participate further in the event.

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any restricted area, sponsors, advertisers, owners and lessees of premises used to conduct the event, premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or event, and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees", FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the event, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY **DAMAGE** arising out of or related to the event whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. HEREBY agrees that this release and waiver of liability, assumption of risk and indemnity agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as is permitted by the laws of the Province of Ontario, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PRINTED name of participant

SIGNATURE of Participant (OR signature of parent or legal guardian if participant under 19)