

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

THIS RELEASE LIMITS YOUR RIGHT TO RECOVERY OF DAMAGES IN CASE OF ACCIDENT. READ IT BEFORE SIGNING.

In applying to enter the **SYRACUSE AREA CHAMBER OF COMMERCE BED RACES**, I promise that I will inspect the area prior to participating in the bed races, assure myself that the area is properly designed and maintained and further agree that I will not participate in the bed races until I have completed an inspection which satisfies me that these areas are safe for the purposes of conducting bed races. I will further note existing weather conditions and do agree that I voluntarily assume all risks arising from conditions related to the use of the area for purposes of conducting the bed races and surrounding areas by myself or others.

I DO AGREE TO HOLD HARMLESS AND INDEMNIFY THE SYRACUSE AREA CHAMBER OF COMMERCE, THE CITY OF SYRACUSE, AND THEIR OFFICERS, MEMBERS AND ANY OF THEIR AGENTS for any loss, cost, expense, damage or injury arising from my participating in this event.

IN CONSIDERATION of being permitted to enter upon, for any purpose, any portion of the area to be used for the bed races, or being permitted to compete, officiate, observe, work for, or for any purpose, participate in any way in the event, I, and on behalf of myself, personal representatives, heirs and next of kin, acknowledge, agree and represent that I have, or will immediately upon entering any portion of the area to be used for the bed races and adjacent areas and will continuously thereafter inspect such areas and all portions thereof which I enter and with which I come in contact, and I further warrant this entry upon such areas and my participation, if any, in the event constitutes an acknowledgment that I have inspected such areas and that I find and accept the same as being safe and reasonably suited for the purposes of my use, and I further agree and warrant that if, at any time, I am in or about the area used for the bed races and feel anything to be unsafe, that I will immediately advise the officials of such and will leave the premises.

I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, Syracuse Area Chamber of Commerce, the City of Syracuse, or any subdivision or part thereof, the operators, officials, any persons in any area used for the bed races, the sponsors, advertisers, owners of the property used for the bed races, and each of them, their officers and employees, all for the purposes herein referred to as "releasees," from all liability to me, my personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demand therefor on account of injury to me or my property or resulting in my death, whether caused by the negligence of the releasees or otherwise while in or upon the area used for the bed races and/or competing, officiating in, observing, working for, or for any purpose participating in the event.

I EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE ACTIVITIES OF THE EVENT ARE DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I further expressly agree that the foregoing **RELEASE OF LIABILITY AND INDEMNITY AGREEMENT** is intended to be as broad and inclusive as is permitted by the law of the State of Nebraska 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 AND VOLUNTARILY SIGNED THE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

DATED this ____ day of _____, 2009.

Signature _____
Print Name _____
Address _____
City, State, Zip Code _____