

THE PONTIAC PHOENIX RACES  
Presented by  
Main Street Pontiac

**RELEASE OF LIABILITY FOR PARTICIPANTS**

**READ BEFORE SIGNING**

IN CONSIDERATION OF MYSELF, \_\_\_\_\_, being allowed to participate in any way in **THE PONTIAC PHOENIX RACES** and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

The risk of injury to myself from the activities involved in these programs is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

1. FOR MYSELF, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child's participation; and,
2. I, myself, my spouse, my child or children, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS **MAIN STREET PONTIAC ORGANIZATION**; its directors, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), AND **THE CITY OF PONTIAC**; including but not limited to officials and employees, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to my child's involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
3. I, for myself, my spouse, my child or children, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.
4. I assert that I understand: the risks of the activity, my responsibilities for adhering to the rules and regulations, and that I understand this agreement.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

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(PARTICIPANT SIGNATURE) (PRINT NAME)

Date Signed: \_\_\_\_\_

**UNDERSTANDING OR RISK**

I understand the seriousness of the risks involved in participating in this program, my personal responsibilities for adhering to rules and regulation, and accept them as a participant.

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(PARTICIPANT SIGNATURE) (PRINT NAME)

Date Signed: \_\_\_\_\_

**PHOTO RELEASE AGREEMENT**

I consent and authorize MAIN STREET PONTIAC and THE CITY OF PONTIAC or any entity authorized by MAIN STREET PONTIAC and THE CITY OF PONTIAC to copyright, use and publish any of the images in any format taken of me on this day. I understand these images may be used for a variety of purposes and may appear on the club or district website, the Main Street Pontiac website, in the City of Pontiac Website, promotional materials or any other media now known or to be invented. I also understand that Main Street Pontiac and the City of Pontiac or any entity authorized by Main Street Pontiac and the City of Pontiac will use the images exclusively for community-related purposes and not for any commercial gain.

Since anyone can download an image from the Internet or make copies from printed materials, I agree that Main Street Pontiac and the City of Pontiac are not responsible for unauthorized use of the images. I am aware that I am not entitled to any compensation and that the images may appear with or without my or my club's name.

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(PARTICIPANT SIGNATURE) (PRINT NAME)

Date Signed: \_\_\_\_\_