

THE PONTIAC PHOENIX RACES
Presented by
Main Street Pontiac

RELEASE OF LIABILITY FOR MINOR PARTICIPANTS

READ BEFORE SIGNING

IN CONSIDERATION OF _____, my child/ward, 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 my child 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, SPOUSE, AND CHILD, 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 willingly agree to comply with the program's stated and customary terms and conditions for participation. If I observe any unusual significant concern in my child's readiness for participation and/or in the program itself, I will remove my child from the participation and bring such attention of the nearest official immediately; and,
3. I myself, my spouse, my child, 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.**
4. I, for myself, my spouse, my child, 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.**
5. I, the parent/guardian, assert that I have explained to my child/ward: the risks of the activity, his/her responsibilities for adhering to the rules and regulations, and that my child/ward understands this agreement.

I, FOR MYSELF, MY SPOUSE, AND CHILD/WARD, 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.

(SIGNATURE OF PARTICIPANT IF 18
OR OLDER OR PARENT/GUARDIAN)

(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.

(SIGNATURE OF PARTICIPANT IF 18
OR OLDER OR PARENT/GUARDIAN)

(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.

(SIGNATURE OF PARTICIPANT IF 18
OR OLDER OR PARENT/GUARDIAN)

(PRINT NAME)

Date Signed: _____