

## ***Independence Day Celebration Car Show and BurnOut***



### **Individual Registration & BurnOut Liability Waiver**

**Complete all & Sign liability waiver and fill out info for Announcer**

- Car Show Only
- BurnOut Only (see and sign waiver on reverse)
- Car Show & BurnOut (see and sign waiver on reverse)

Name \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_

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

Contact Phone \_\_\_\_\_

Vehicle Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

Signature of Entrant (required) \_\_\_\_\_

### **Burnout Rules**

**CONTESTANTS UNDER THE INFLUENCE WILL NOT BE ALLOWED TO COMPETE.**

Must complete registration between 1:00 to 6:00 pm, the BurnOut will be from 6:30 to 7:30pm.

Entry fee is \$10 or 10 non-perishable food items per vehicle. All dollars and food items are donated to the Independence Area Food Pantry. Make checks payable to ICCI

A valid driver's license is required as well as proof of minimum insurance required by Iowa State law; please have your proof of insurance for review.

No one under 18 yrs of age is allowed to participate.

Passengers will not be allowed; drivers only in vehicle.

You will be required to pass a simple safety inspection (lug nuts, loose parts, etc.)

Depending on participation, contestants may have two burnouts. Determination will be made for an additional run the day of the event in the sole discretion of ICCI.

For this slow rolling burnout, no "standing still power braking" is allowed. The more smoke the better! This is a fun event; we do not get too serious.

The driver must be in control of the vehicle at all times staying in the middle of the lane. If the vehicle begins to fish tale left or right or get otherwise squirrely, or determined otherwise, you agree to immediately stop your vehicle! You also agree to stop your vehicle if you are flagged to stop by any ICCI representative.

**IMMEDIATELY STOP ACCELERATING WHEN SIGNALLED TO DO SO OR AT ANY TIME YOU ARE UNABLE TO SAFELY AND REASONABLE CONTROL YOUR VEHICLE. (AN OFFICIAL WILL COMMUNICATE WITH YOU).**

All streets and avenues immediately within the Independence Day Celebration event are closed and under the control of the Committee. For the BurnOut you are asked to line your vehicles up on the south side of 5<sup>th</sup> Street NE facing west. Immediately following your run you will exit going north on Nelson Ave NE. Should you want to do a second run you will turn right on 6<sup>th</sup> Street NE, immediately pull in line or form a line on the south side of 6<sup>th</sup> and wait for Committee personnel. There you will receive instruction and a safety inspection.

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

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2012 INDEPENDENCE DAY CELEBRATION BURNOUT,  
RIVERWALK PARKS, NELSON AVENUE NE,  
INDEPENDENCE, IOWA

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EVENT DATE  
JULY 3, 2012

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or 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, including but not limited to the competition area and any hot pit area), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees and represents that he/she has or will immediately upon entering any 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 will leave the RESTRICTED AREA prior to the event.
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operations, track owners, officials, car owners, drivers, pit crews, rescue personnel, and any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners, the City of Independence, Independence Celebrations Committee, Inc., Independence Day Celebration Committee, lessors and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, brokers, consultants and others who give recommendations, directions, or instructions, or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for 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 personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), 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 INCLUDING BODILY INJURY, PROPERTY DAMAGE OR ATTORNEYS FEES they may incur arising out of my presence or participation in the EVENT(S) 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(S) whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of 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 Agreements extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and it intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENT(S) is/are conducted 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 ALLOWED BY LAW.

PRINT NAME OF ENTRANT

PRINT NAME OF WITNESS

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SIGNATURE

Signature

Date

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SIGNATURE

Address of Witness