

**WAIVER AND RELEASE FROM LIABILITY FOR CITY OF JASPER PUBLIC PROPERTY USAGE**

In consideration of being allowed to participate in the Jasper Police Department Gravity Racing Derby (the "Derby") as a participant, driver, passenger, pusher and/or spectator as to a Derby vehicle in the public streets of the City of Jasper using a privately owned and constructed Derby vehicle, I, \_\_\_\_\_, HEREBY WAIVE AND RELEASE, and/or on behalf of any minor for whom I am the parent or guardian, do hereby waive and release, indemnify, hold harmless and forever discharge THE CITY OF JASPER, GEORGIA, and its City Council, agents, employees, officers, directors, affiliates, successors, managers and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to participation in the Derby in any fashion within the CITY OF JASPER PUBLIC STREETS, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct by the City of Jasper and its agents.

I understand that the activities or function in which I and/or my minor participate may be inherently dangerous and can cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, and next of kin and/or on behalf of my minor, I waive all claims for damages, injuries and death sustained to me and/or my minor or my property, that I and/or my minor may have against the aforementioned released party as to such activity.

By this Waiver, I and/or my minor assumes the risk, assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property against the CITY OF JASPER, GEORGIA and its agents including but not limited to using the city streets. I acknowledge that I am responsible for my Derby vehicle and this vehicle was not provided by the City of Jasper.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of my and/or my minor's participation in the Derby conducted by me and/or my minor on the streets of the City of Jasper, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signed this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver. If I am signing for a minor, then I hereby certify that I am the parent or guardian for the said minor and have the legal authority to execute this WAIVER AND RELEASE on behalf of said minor.

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Date	Printed Name	Signature
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Date	Printed Name of Minor if applicable	Indicate Parent or Guardian
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Date	WITNESS – Printed Name	WITNESS – Signature
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**\*\*Waiver and Release must be signed by every team member\*\***