

**Demolition Derby
AGREEMENT AND RELEASE**

This Agreement and Release is made and entered into this the _____ day of _____, 20____ by and between _____(Driver) and the Rowan County Fair Association and Rowan County(Releasees).

Driver agrees to release Rowan County Fair Association and the County of Rowan from any and all liability arising out of any injuries to their person that may arise out of his/her participation in the 2009 Demolition Derby to be held at the Rowan County Fair Grounds, and for other good and sufficient consideration, the receipt and sufficiency of which is acknowledged, the parties covenant and agree as follows:

1. Driver is voluntarily participating in the event described hereinabove.
2. Driver understands the dangers and risks of participating in the event described hereinabove and is choosing to participate as his/her own free act.
3. Driver, for himself, his heirs and assigns, affiliates, agents, employees and legal representatives, in good faith does hereby fully and unconditionally release and forever discharge the Releasees from any and all claims, actions, causes of action, suits at law or in equity, demands, judgments, damages and controversies that the Driver now has, or ever has had or ever will have, whether known or unknown whether for personal injury, property damages, or other economic loss, emotional distress, punitive damages, or otherwise, resulting from arising out of, or in any way related to his/her participation in the event described hereinabove.
4. Driver covenants and agrees that he has not assigned, transferred or conveyed in any manner all or any part of his legal claims or legal rights against the Releasees in connection with the event described hereinabove. This Release shall be binding upon Driver and his heirs and assigns, and shall inure to the benefit of Releasees and Releasees' successors, assigns, affiliates, agents, employees and legal representatives.
5. This Agreement and Release constitutes the entire agreement of the parties. All prior understandings, representations and agreements are merged in this agreement, and this Agreement and Release shall not be modified in any manner, except by written instrument signed by both parties.
6. This Agreement and Release shall be governed and interpreted by the laws of the State of North Carolina.
7. The Driver attests that this Agreement and Release is voluntarily made after ample opportunity to review the document with any individuals, advisors, and counsel as may be desired; has without haste reflected upon its terms; and has signed this release as his/her own free act and deed.

IN WITNESS WHEREOF, the Driver has executed this Agreement and Release as of the day and year written above and has set forth his/her signature and seals.

Driver

Witness

Note: If driver is under age of 18, parent's signature required and must be notarized.

Parent's Signature

Notary
Commission Expires: _____

(Seal)