



**PARTICIPANT CONSENT, WAIVER, AND RELEASE FROM LIABILITY
FOR PARTICIPATION IN THE BURN OUT CONTEST
Scheduled for July 19, 2008**

I acknowledge that participating in the Burn Out Contest and related events involves an above average risk of personal injury to me and my property, and I knowingly and voluntarily agree to the terms and conditions outlined in this CONSENT, WAIVER, AND RELEASE FROM LIABILITY. In consideration and exchange for being permitted to compete in the Burn Out Contest, and having the opportunity to win prizes, I agree to the following:

I am over eighteen (18) years of age, in good health and have no physical conditions that affect my ability to compete in the Burn Out Contest and have not been advised otherwise by a medical practitioner. I am covered by medical insurance, individually or as part of an organization. I agree that before I participate in any portion of the Burn Out Contest, I will inspect the related facilities, competition site, and equipment. I will immediately advise Mid America Street Van Association personnel of any unsafe condition that I observe. I will refuse to participate in the Burn Out Contest until all unsafe conditions have been remedied.

I assume full responsibility for all risks associated with my participation in the Burn Out Contest and the risk of injury caused by the condition of my property, facilities, or equipment used during the Burn Out Contest, which may not be foreseeable by anyone at any time. I hereby release, waive, discharge, and agree not to sue Mid America Street Van Association, Effingham County Fair Board, Nats Board[®] and other Burn Out Contest sponsors, along with their parent companies, affiliates, and their successors and assigns (Companies), their respective employees, shareholders, members, officers, directors, agents, or volunteers for any injuries, losses, damages, liabilities, or expenses that are caused or alleged to be caused by their negligent acts or omissions, or the condition of the property, facilities, or equipment used for the Burn Out Contest.

I agree to indemnify, defend, and hold harmless Companies and their employees, shareholders, members, officers, directors, agents, and volunteers from and against any claims, causes of action, damages, judgments, liabilities, fees, (including attorney's fees), costs and expenses incurred by Companies as a result of my unlawful actions or failures to act during the Burn Out Contest.

I give permission for Companies to use my biography, name, and likeness in connection with the Burn Out Contest, and any publicity, advertising, and promotions. I waive any right that I may have to inspect or approve of any finished product. I assign to Companies all rights I may have to my biography, appearance, name, voice, photo, video, or film likeness. I consent to appear in broadcasts of the Mid America Street Van Association in perpetuity.

I agree to wear appropriate safety equipment, as may be established by industry or community standards and common safety practices, during all activities and competitions at the Burn Out Contest. In connection with any injury or other medical conditions I may experience during the Burn Out Contest, I authorize medical treatment deemed necessary by medical personnel if I am not able to act on my own behalf. I agree not to sue any applicable medical practitioners who may provide medical treatment to me for malpractice. I agree to conduct myself in a professional and decent manner and treat all colleagues, officials, and spectators respectfully. I realize that if disciplinary action is taken against me, I am NOT entitled to Burn Out Contest prizes, and I may be disqualified from the Burn Out Contest and I may be suspended from the Burn Out Contest.

This waiver is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be severed from this agreement, and not affect the validity or enforceability of any other provisions.

I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENT. I UNDERSTAND THAT BY SIGNING BELOW, I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS RELEASE. I AGREE THIS DOCUMENT IS NOT ONLY BINDING ON ME BUT WILL ALSO BE BINDING UPON MY PERSONAL REPRESENTATIVES, EXECUTORS, HEIRS, AND NEXT OF KIN.

Signature _____ Date _____

Printed Name _____ Address _____