

PIMA COUNTY FAIR 2009  
DESTRUCTION DERBY  
RACE OF CHAMPIONS

Saturday, April 25, 2009  
2:00 p.m. pit opens  
4:00 p.m. show

(PLEASE PRINT LEGIBLY)  
Only one entry per application

Driver Name: \_\_\_\_\_ Age: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Make / Model of Car: \_\_\_\_\_ Year: \_\_\_\_\_

Color(s): \_\_\_\_\_ Number: \_\_\_\_\_

Full Size Derby Cars only!!!  
(Outlaw rules subject to official approval)

CAR SPONSOR(S): (Limit of 3 for announcing)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

**NO ENTRY FEES FOR DRIVERS AND PIT CREW - Provided application is received prior to  
April 20, 2009**

**A \$25 Entry Fee will be charged if you have not submitted an application prior to April 20<sup>th</sup>.**

**Please read and sign the back side of this application.**

Driver Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*\*IMPORTANT\*\*\***

**Note New Rules for Full-Size Car Set-Up Enclosed**

**MAIL APPLICATION TO:  
Jon Sellers, Promoter  
JS Specialties  
40804 North Mantle Court  
Anthem, Arizona 85086**

VOLUNTARY WAIVER AND RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to enter upon and use for any purpose the RESTRICTED AREA (defined below) and for other, good and valuable consideration stated herein, by reading and signing below each of the undersigned for himself and personal representatives, assigns, heirs and next of kin, hereby agrees:

- I. The RESTRICTED AREA referred to herein is the area to which admission for the general public is prohibited. including but not limited to the race track surface, fences, walls and perimeter, the race track infield and pit area, and all walkways, concessions and appurtenances therein and thereto, and all gates of ingress and egress to such restricted area.
2. The RELEASES referred to herein include the speedway, fairgrounds, or racetrack, Promoters, Participants, Sanctioning Organization, Racing Association, Track Owner's, Land Owners, each and every other person who signs this RELEASE or any identical release form during the effective period of this release, and all officers, directors, agents or employees of any of the foregoing specified entities.
3. This speedway and premises onto which he is about to enter is not a place of amusement or recreation, but instead is a professional forum in which the undersigned can profit from prize money, publicity, advertising exposure, employment and other such rewards and remunerations, and each of the undersigned further agrees to execute this release in consideration of being allowed to enter the RESTRICTED AREA and enjoy such profits, employment, rewards and remunerations.
4. Each of the undersigned further agrees that he has, or will, prior to the inception of the racing program inspect such RESTRICTED AREA, and he does further warrant that his participation in the scheduled racing program and/or his entrance upon the RESTRICTED AREA, constitutes an acknowledgment that he has inspected the RESTRICTED AREA and that it is safe and reasonably suited for the purposes of the racing program use, and he further agrees and warrants that if at any time he is in or about the RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the proper restricted area official of such and will leave the RESTRICTED AREA.
5. Each of the undersigned further warrants that he UNDERSTANDS that his entry into the RESTRICTED AREA and/or participation in racing events contains DANGER AND RISK OF INJURY OR DEATH, that conditions of the racing surface change from time to time and may become more hazardous, and that there is INHERENT DANGER IN RACING which he appreciates and voluntarily assumes, because he choose to do so. He warrants that he has observed many races of the type that he now seeks to participate in. He further acknowledges that he knows with his entry into the RESTRICTED AREA and/or participation in any racing events. He acknowledges that he is aware of all track and equipment safety regulations and he has complied and will comply with each regulation; he also acknowledges that if he has failed to do so, he ASSUMES ALL RISK for himself and ASSUMES ALL LIABILITY to others for such failures.
6. That the types of incidents, risks and dangers on and near the RESTRICTED AREA from which personal injury and property damage can result and which are intended to be encompassed by this VOLUNTARY WAIVER AND RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT include, but are not limited to: entering, exiting, servicing, driving, steering, racing, colliding, crashing, and/or sitting in any vehicle (including a race car) while engaged in a racing contest, a warm up preparation and practice for a racing contest, a time trail, a pit stop, also preparing to do work on repair; being struck or contacted and injured or being injured as a result of fear of being struck and contacted, whether he is spectating or competing, by any vehicle, a part off a vehicle or liquid or gas, by fireworks or explosive display device, by dirt, stone or clay hurled from the ground of the premises, by any vehicle, wherever located on and near the RESTRICTED AREA; eating, consuming and/or digesting any food or beverage sold on the premises, even if said food or beverage is defective, harmful being injured as a result of a defect or harmful condition in some product, place, area, equipment, service and/or supplied to the undersigned for his use within the premises described herein.
7. Each of the undersigned HEREBY RELEASES, WAIVES, DISCHARGES AN) COVENANTS not to sue the RELEASEES for all liability to the undersigned, his personal representatives, assigns, heirs and next of kin for all loss or damage and any claim or demands therefore, on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the RELEASEES or otherwise while the undersigned is upon the RESTRICTED AREA, including with out limiting the generality of the foregoing, inspection or failure to inspect the undersigned vehicle or the vehicles of others.
8. Each of the undersigned further RELINQUISHES AND RELEASES to the Promoters, Race Track Owners or Operators and Sanctioning Organization any and all rights to publish, produce, copyright, duplicate or reproduce upon hats, T-shirts and other such novelty concession items, written articles about the undersigned or by the undersigned, photos and drawings of his likeness or his race car, and any other such items of every name and nature which may have originated from or he related to the events at this track.
9. Each undersigned further AGREES TO INDEMNITY AND SAVE AND HOLD HARMLESS the Releases and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in or about the RESTRICTED AREA and whether caused by the negligence of the Releases or otherwise.
10. Each of the undersigned expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the state which the race is conducted and that if any portion there of is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- II. Each of the undersigned warrants the following statements are true and correct and understand that the Releases have relied on them in entering into the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT and in giving the undersigned permission to enter the RESTRICTED AREA.

a. No oral representation, statements or inducements apart from the foregoing written agreement have been made. b. He assumes full responsibility and risk of bodily injury, death or property damage due to negligence of Releases or otherwise upon entering the RESTRICTED AREA. c. That he is an independent contractor and assumes and takes all responsibility for all charges, premiums and taxes, if any, payable funds he may receive as a result of his activities, including without limited the generality of the foregoing social security, unemployment income and withholding taxes, and Worker's Compensation Insurance. d. She/He agrees that this agreement shall apply to any incident, injury, accident or death occurring at the captioned track on the above date for a period of one (1) year after the execution of this agreement. e. She/He has read and voluntarily signs this release and waiver of all liability and indemnity agreement. f. I understand that I am assuming all risks inherent in racing and observing racing. In witness where of each of the undersigned has set his/her hand and seal.

Driver Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MAIN EVENT PURSE:**

FIRST PLACE:	\$1000.00	+ Trophy
SECOND PLACE:	\$600.00	+ Trophy
THIRD PLACE:	\$300.00	+ Trophy
FOURTH PLACE:	\$200.00	+ Trophy
FIFTH PLACE:	\$100.00	+ Trophy

**\*\* No Heat Races**

**PARTICIPATION PLAQUES FOR ALL DRIVERS**

**BEAUTY PARADE:**

\$50.00 + Trophy

**SPECIAL NOTE:**

The return of your application guarantees you a position in our racing program on a first come, first serve basis for the first 35 cars to sign in at the pit gate. Only serious, bonafide applicants are encouraged to return their completed applications as soon as possible. **If your application is not submitted before race day, space permitting – you will be allowed to race on a first come, first serve basis.**

**PROGRAM IS LIMITED TO 35 CARS!**

**FIRST COME.....FIRST SERVED**

As the promoter, I reserve the right to refuse admittance to and/or retain the authority to remove any person from the pit area or racing arena at any time.

**RAIN OR SHINE, OUR PROGRAM WILL GO ON!!!**

Program is subject to change at the discretion of the promoter.