

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT  
TETON VALLEY FAIR- FIGURE 8 RACES  
TETON COUNTY, IDAHO**

IN CONSIDERATION of being permitted to enter for any purpose the RESTRICTED AREA (herein defined as the area to which admission to the general public is prohibited), the undersigned, for himself and personal representatives, heirs, and next of kin:

1. **HEREBY RELEASES, WAIVES LIABILITY, DISCHARGES AND COVENANTS NOT TO SUE** Teton County, Teton County Fair, Teton County Fair Board, CITY OF DRIGGS, TETON COUNTY HOSPITAL their officers and members, officials, car owners, drivers, participants, persons in the Restricted Area, promoters, sponsors, advertisers, owners and leases of premises used to conduct the event, and each of them, their officers and employees, all for the purposes herein referred to as **RELEASERS**: and each of the undersigned releases said **RELEASEES** from all liability to the undersigned, his personal representatives, assigns, heirs and next of kin for all loss of damage, and any claim or demands therefore, on account of injury to the persons of property or death of the undersigned, whether caused by the negligence of Releasees or otherwise while the undersigned is in or upon the Restricted Area; and
2. **HEREBY AGREES TO INDEMNIFY 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 undersigned in or upon the Restricted Area and whether caused by the negligence of the Releasees of otherwise; and
3. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of undersigned in or upon the Restricted Area and whether caused by the negligence of the Releasees of otherwise; and
4. **HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK** of bodily injury, death and property damage due to negligence of Releasees of otherwise while in or upon the Restricted Area; and
5. Each of the undersigned expressly agrees that the foregoing Release Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the state in which the event is 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.

**EACH OF THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT**, and further agrees that no real representation, statements of inducement apart from the foregoing written agreement have been made.

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

\_\_\_\_\_  
Pit Crew Signature Date

\_\_\_\_\_  
Pit Crew Signature Date

\_\_\_\_\_  
Pit Crew Signature Date

The undersigned hereby agrees to remove his/her vehicle from the Teton County Fairgrounds by 12:00 midnight the evening of the event. If the vehicle is not removed in accord with this agreement the undersigned agrees that the Teton County Fair Board may dispose of the vehicle and will release Teton County Fair Board from any liability or damages relating to said vehicle.

\_\_\_\_\_  
Signature Date