



CRUISE IN CAR SHOW RELEASE OF LIABILITY

2009 Plain Township Bicentennial Celebration

IN CONSIDERATION for being permitted to participate in the Plain Township Bicentennial Cruise In (the "Event") THE UNDERSIGNED:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Plain Township, The Plain Township Trustees, Plain Township Bicentennial Committees, or the Plain Local School Board and their officials or volunteers assisting in the event, Diamond Community Park or the Plain Township Parks Department, or any subdivision thereof, grounds operators, officials, promoters, sponsors, advertisers; owners or lessees of premises used to conduct the event and each of them, their officials and employees, all for the purpose herein referred to as "releasees" from all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin for any and all property damage, bodily injury or death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is participating in the Event.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost (including attorney's fees) they may incur due to the presence of the undersigned participating in the event and whether caused by the negligence, gross negligence or intentional misconduct of the releasees or otherwise.
3. THE UNDERSIGNED RIDER agrees that in order to participate in the event, undersigned rider/driver must provide/present a valid operator's license and proof of personal injury and property damage liability insurance coverage.
4. THE UNDERSIGNED FURTHER agrees that while participating in the event, he or she will not ride while under the influence of alcohol or any substance which affects the ability to operate or control his or her vehicle.
5. THE UNDERSIGNED AGREES that he or she will not use or operate any vehicle in violation or contravention of any City, County, State or Federal law, statute, ordinance or regulation and shall be personally liable for all fines and penalties for traffic law violations.
6. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence or intentional misconduct of releasees or otherwise while participating in the event.

THE UNDERSIGNED further 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 of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

THE UNDERSIGNED ALSO AGREES TO release the use of any photos, slides, videotapes, etc. that might contain the UNDERSIGNED for future use in promotional and/or informational activities as deemed appropriate by any of the releasees.

Signature of Cruise In Driver

Date