



U.S. Open Forklift Rodeo & Safety Expo

Springfield/Clark County Safety Council
c/o 300 E. Auburn Avenue, Suite 29
Springfield, Ohio 45505-4703
937-325-7858
www.greaterspringfield.com



WAIVER, RELEASE, ASSUMPTION OF RISK, AND HOLD HARMLESS AGREEMENT FORKLIFT RODEO 2010

The undersigned, in consideration of being permitted to compete, officiate, observe, work for or for any purpose participate in any way, in the United States Open Forklift Safety Rodeo 2010, to be held at the Clark County Fairgrounds on October 29th and 30th, 2010 (the "Event"), for myself, and my personal representatives, assigns, heirs and next of kin, does hereby contract and agree as follows:

1. I acknowledge, agree, and understand that there may be risks and dangers associated with my competing, officiating, observing, working for, or for any purpose participating in any way in the Event. I acknowledge that my participation in the Event is voluntary.

2. I hereby release, waive, discharge and covenant not to sue the Springfield-Clark County Safety Council, the Springfield-Clark County Chamber of Commerce, the Clark County Fairgrounds/County of Clark, Ohio, the Ohio Bureau of Workers Compensation Division of Safety and Hygiene, KMH Systems, Inc. of Dayton, Ohio, EnerSys Inc., The Higgins Group, Inc. and Forklift Training Systems, Inc., and any and all other sponsors, their officers, agents, employees and instrumentalities (the "Releasees"), from all liability to me, my personal representative, assigns, heirs, and next of kin for all losses and/or damage, and any claim or demands therefor, on account of injury to my person or property or resulting in my death, whether caused by the negligence of Releasees or otherwise, while I am competing, officiating, observing, working for, or for any purpose participating in the Event.

3. I hereby agree to indemnify and save and hold harmless the Releasees from any loss, liability, damage, or cost they may incur due to me in any way competing, officiating, observing, or working for, or for any purpose participating in the Event, whether caused by the negligence of the Releasees or otherwise, and I hereby assume full responsibility for any risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise while competing, officiating, observing, or working for, or for any purpose participating in the Event.

4. I further expressly agree that the foregoing Waiver, Release, Assumption of Risk and Hold Harmless Agreement extends to all acts of negligence by the Releasees and is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio, and that if any portion thereof is held invalid, it is agreed that the balance, notwithstanding, shall continue in full force and effect.

I represent that I have read this Waiver, Release, Assumption of Risk and Hold Harmless Agreement, that I am of lawful age and legally competent to sign it, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee, oral or written, being made to me and intend my signature to be a complete and unconditional release of all liabilities to the greatest extent allowed by law.

Printed Name (Participant)

Printed Name (Witness)

Signed Name (Participant)

Signed Name (Witness)

Participant's Street Address

City, State and Zip Code

Date
