Quad Races - Entry Form

Clements Buckaroos, Inc. at the Clements Buckaroo Arena 19813 E. Hwy 88, Clements, CA 95227 June 22, 2024

Driver Name:
Age (if driver is under 18):
Vehicle Make: Model:
Events: You are entering 4 events: (Cloverleaf Barrels, Ribbon Race, 2 Stakes Race, Drag Race Tournament)
Check Division:
PeeWee (7 & under), Junior (8-15), Open, Senior (55+)
Check Vehicle Type:
Quad, UTV/SxS, Pit Bike (125 cc or less), Trike
Check Category for Quad/UTV: Ranch Or Sport / Modified
Address:
City, State & Zip:
Email Address:
Cell Phone:
For the announcer, tell us something about yourself:
Is this your first time racing an ATV/UTV/bike/trike? Yes OrNo
Are you sponsored? Yes (sponsor name:) Or No

Activities, achievements or other things of interest that could be said about you for the audience:

\$60 Entry for all 4 Events, or \$50 For PeeWee (7 & under) Entry.

Please provide payment online at ClementsBuckaroos.com, click on the Event Tickets tab. Payments made on-line in advance qualify for a 'Free Show' raffle. Online payment is processed through TicketTailor, with Stripe securely handling the payment transaction. TicketTailor notifies us when your payment is processed. Or, you may choose to pay at the event.

Questions? Email DeccoRanch@Outlook.com.

Completed Entry Form and Waiver may be emailed to DeccoRanch@Outlook.com or may be completed the day of the event. Additional blank forms will be at the event.

See our website for more information at: www.ClementsBuckaroos.com or Facebook "Clements Buckaroos Rodeo Grounds".

RELEASE OF LIABILITY: The Clements Buckaroos, Inc. organization will not be responsible for any accident that may occur or caused by any quad, UTV or other vehicle competing or present at this show or for any article of any kind or nature that may be lost or destroyed or in any way damaged. Each participant will be responsible for any injury that may be occasioned to any person or vehicle or animal or damage to any property while on the grounds by any vehicle or equine owned, or in his custody or control, and shall indemnify and hold harmless the Clements Buckaroos, its officials and directors individually and collectively and any co-sponsoring organization, if any, from and against all charges and expenses of every kind and nature whatsoever arising out of which may be incurred by reason of any accident, injury or damage to person or property caused by the ownership, competition or custody or control of any vehicle competition. In signing this release, please bear in mind that quad racing is a contest of speed, that there is a certain element of danger involved, that you will be riding at your own risk.

I CERTIFY THAT I HAVE READ AND AGREE TO ALL OF THE ABOVE.

Signature (parent	or guardian if under the	e age of 18)	Date	
If under the age o	f 18:			
Parent or Guardia	n's Name (PRINT):			
Parent or Guardia	n's Cell Phone:			
For Office Use:				
Waiver Rcvd	Pavment Rcvd	Notice Sent	Proc. By:	

Waiver and Release of Liability Clements Buckaroos, Inc. Quadzilla Quad Races

IN CONSIDERATION OF the risk of injury that exists while participating in QUAD / UTV / TRIKE / PIT BIKE RACING or other activities while on the Clements Buckaroos Facility grounds (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in the same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor", "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEARBY release and forever discharge CLEMENTS BUCKAROOS, INC., located at 19813 E. Hwy 88, Clements, CA 95227, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Clements Buckaroos, Inc. to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Clements Buckaroos, Inc. official or agent, regarding my approval to participate in the Activity.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Clements Buckaroos, Inc., its agents, and employees.

I agree that this Release shall be governed for all purposes by California law, without regard to any conflict of law principles. Any action brought by any party hereto shall be brought within the State of California, County of San Joaquin. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to vehicles, equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION AND THROUGHOUT MY TIME AT 19813 Hwy 88 in Clements.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, as named below, and Clements Buckaroos, Inc. agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on its language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect. If a court should find that any provision of this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact Name	Contact Relationship	<u>Contact Telephone</u>

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE CLEMENTS BUCKAROOS, INC. AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION, AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST CLEMENTS BUCKAROOS, INC. FOR PERSONAL INJURY OR PROPERTY DAMAGE. I FULLY UNDERSTAND THAT THIS 4-PAGE RELEASE/WAIVER IS A BINDING CONTRACT AND CANNOT BE MODIFIED ORALLY, AND I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name (PRINTED):	
Participant's Address:	
(City, State, Zip)	
Participant's Signature if 18 or over:	
Date:	
IF PARTICIPANT IS UNDER THE AGE OF 18:	
SIGNATURE of Parent or Guardian	RELATIONSHIP
PRINT name of Parent or Guardian	DATE