

Quadzilla! - Entry Form
Clements Buckaroos, Inc.
at the Clements Buckaroo Arena
19813 E. Hwy 88, Clements, CA 95227
June 18, 2022

Driver Name: _____

Check Division:

____ Open, ____ Junior (8-15 years old), ____ Senior (55+), ____ PeeWee (7 & under)

Age (if driver is entered in an age-specific division): _____

Check ATV Type/Category:

____ Quad Stock/Ranch, ____ Quad Sport/Modified, ____ Ranch Side x Side,
____ Sport/Modified Side x Side (e.g., RZR, Maverick, etc.) or Sandrail

ATV/UTV Make: _____ **Model:** _____

Events: You are entering all 3 events (Figure 8 Barrels, Cloverleaf Barrels, Drag Race tournament)

Address: _____

City, State & Zip: _____

Email Address: _____

Cell Phone: _____

For the announcer, tell us something about yourself:

Is this your first time racing an ATV or UTV? ____ Yes Or ____ No

Are you sponsored? ____ Yes (sponsor name: _____) Or ____ No

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

\$50 Pre-entry payment (includes all 3 Events) must be completed on-line at

www.ClementsBuckaroos.com

Pre-Entries Close Thursday, June 16, 2022.

\$25 Penalty (\$50 + \$25 late fee = \$75 total) for late or “day of” entries.

Completed Entry Form and Waiver may be emailed to ClementsBuckaroos@Outlook.com
You can scan them or take pictures and email it to us, walk it in, submit it at event check-in, or complete a blank form at the event during check-in.

You will be notified after the completed entry form, waiver and payment has been received.
Questions? Email ClementsBuckaroos@Outlook.com.

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

RELEASE OF LIABILITY: Clements Buckaroos, Inc. organization will not be responsible for any accident that may occur to be caused by any ATV/UTV 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 animal owned, or in his custody, 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 or animal competition. In signing this release, please bear in mind that ATV/UTV racing is a contest of speed, that there is a certain element of danger involved, and that you will be riding at your own risk. The Clements Buckaroos, Inc. organization will take specific measures to reduce the prospect of coronavirus, and as such you agree to hold harmless the Clements Buckaroos, Inc. organization with regards to coronavirus. It is incumbent upon all participants to also practice their own coronavirus safety measures.

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

Signature (Parent or Guardian if under the age of 18)

Date

If under the age of 18:

Parent or Guardian’s Name (PRINT): _____

Parent or Guardian’s Cell Phone: _____

For Office Use:

Waiver Signed _____ Paid Amt. _____ Proc. By:

**Waiver and Release of Liability
Clements Buckaroos, Inc.
Quad/UTV Races**

IN CONSIDERATION OF the risk of injury that exists while participating in QUAD / UTV 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 HEREBY 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.

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.

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 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.

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:

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

WAIVER SIGNATURE PAGE

(If entrant is 18 years of age or older)

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OVER THE AGE OF 18 YEARS, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE/WAIVER CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS RELEASE OF LIABILITY IS A BINDING CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name (PRINTED): _____

Participant's Address: _____

(City, State, Zip) _____

Signature: _____

Date: _____

Or... Complete the next page if entrant is a minor under 18 years of age.

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this Release Of Liability must be signed by a parent or legal guardian, as follows:

I HEREBY CERTIFY that I am the parent or legal guardian of

Participant's Name (PRINTED): _____ Age: _____

Participant's Address: _____

(City, State, Zip) _____

named above in the Quadzilla! entry form, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

I AFFIRM THAT I AM OVER THE AGE OF 18 YEARS, AND THAT I AM FREELY SIGNING THIS AGREEMENT ON BEHALF OF THE MINOR ENTERED IN THE ACTIVITY. I CERTIFY THAT I HAVE READ THIS AGREEMENT / RELEASE OF LIABILITY IN ITS ENTIRETY, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE/WAIVER CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A BINDING CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Parent / Guardian Signature: _____

Date: _____

Parent / Guardian Name (PRINTED): _____

Relationship to Minor: _____