

**RED POWER ROUND UP**  
**GOLF CART/UTV RENTAL OR USE WAIVER OF RIGHTS,**  
**RELEASE OF LIABILITY, AND ASSUMPTION OF RISK**

In consideration of being allowed to operate or use a golf cart or UTV at any location on the grounds of the International Harvester Collectors, Inc. and IHC Chapter 12's "2023 Red Power Round Up" and related activities at the Fonner Park Fairground, in Grand Island, NE the undersigned acknowledges, appreciates and agrees:

1. That the risk of injury from the operation or use of a golf cart or UTV is significant, including the potential for permanent disability or death, and while particular rules, use of personal protective equipment and personal discipline may reduce this risk, the risk of serious injury or death does exist; and;

2. I further acknowledge that a golf cart or UTV is not typically licensed for road use and is not automatically covered under unendorsed or standard insurance coverages, and carries with it the potential for death serious injury and property loss. These risks include, but are not limited to, those caused by terrain, acts of God, weather, condition of participants, equipment, vehicular traffic, actions of other people including but not limited to, participants, volunteers, pedestrians, vendors, event officials and or producers of the event. These risks are not only inherent to the use of such equipment but are also present for others.

3. I hereby assume all of the risks of use of such equipment in this event. I realize that liability may arise from the negligence or carelessness on the part of persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

4. I certify that I am physically able, have sufficient experience for driving such equipment and have not been advised otherwise by a qualified medical person. I acknowledge that the parties identified above, by providing this privilege, are in no way endorsing the operation of a golf cart or UTV and do not and will not assume any liability relating to the operation thereof, and;

5. With full appreciation of the foregoing, I **KNOWINGLY AND FREELY** ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE **NEGLIGENCE** OF THE RELEASEES or others, and I assume full responsibility for my use and operation of a golf cart; and

6. I willingly agree to comply with the stated and customary terms and conditions for use or operation of a golf cart or UTV at the Round Up. If, however, I should observe any unusual or significant condition or hazard during my use or operation of a golf cart or UTV, I will immediately terminate my use or operation of the golf cart and bring such condition or hazard to the attention of the nearest event staff member immediately; and

7. I further acknowledge that I am the authorized driver of this equipment, and even though other drivers may be approved and authorized for driving by the facility owner or RoundUp staff, I am ultimately liable and may solely be held responsible for any and all others conduct, actions and negligence while operating this equipment, whether with my permission or not. The undersigned is fully responsible for the operation of any equipment he or she operates in connection with this event and assumes all liability relating to such equipment operation.

8. I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS** International Harvester Collectors, Inc., Big Red Collectors, Inc. (Chapter 12), Hall County Livestock Improvement Association, d/b/a Fonner Park, Fonner Exposition and Event Center, Inc., d/b/a Heartland Event Center, The Nebraska State Fair, and The City of Grand Island, their directors, officers, officials, agents, servants, volunteers, employees, other participants, sponsors, advertisers, and the owners or lessors of the premises at the Round Up used to conduct the event (the "RELEASEES"), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH**, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

9. This waiver and release is intended to release the RELEASEES from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties or the negligence of RELEASEES. I further covenant and agree not to institute any claims or legal action against the RELEASEES for any claim released by this agreement up to and including death.

10. I further agree that should any claim be made against the RELEASEES in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and indemnify RELEASEES for any such claim and expenses including attorneys fees and costs incurred by RELEASEES in defending themselves.

11. I acknowledge that this waiver and release of liability form will be used by the owners or lessors of the premises at the RoundUp used to conduct the event, event sponsors and organizers of the event in which I may participate, and that it will govern my actions and responsibility at these events. I acknowledge that I have received and read a copy of the "Rules and Regulations" governing the use of golf carts and UTVs. I agree that I will fully comply with all such rules and regulations. Further, I have read this Waiver of Rights, Release of Liability and Assumption of Risk Agreement and understand that by signing the agreement I have consented to be bound by its terms, including the waiver or release of any legal right I may have to sue the grounds lessor, event sponsors and organizers for any costs they incur because they claim or legal action that is brought in violation of this agreement. I agree that any violation of this agreement and its terms and conditions as determined by the event sponsors will void and terminate this agreement and may result in loss of the ability to use the facility.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT**

\_\_\_\_\_  
(Participant's Signature)

DATE: \_\_\_\_\_

If you do not understand these terms or conditions or you have questions about them, do not sign this form and please step out of line and a member of the show staff will refer you to a licensed [State] attorney for assistance with your concerns.