

Cache Valley Pioneer Day Car Show 2018

Registration Form July 20-21

Welcome Historic Car Enthusiasts,

Welcome to the Cache Valley Pioneer Day Car Show here at American West Heritage Center (AWHC). Cars can come in as early as the 19th starting at 12:00 pm and need to be registered and in place by the 20th at 9:00am and be parked between Saturday 9:00 am – 5:00 pm. All vehicles must be out by 10:00 am Sunday July 22. If you have any questions, please contact Annalise Christensen at (435)245-6050 or email achristensen@awhc.org

Please acknowledge the following:

In consideration of my acceptance of this entry, I hereby, for myself, my heirs, my executors, and my administrators, waive any and all rights and claims I may have against AWHC, property owners, coordinating groups, and/or any individuals associated with the event. I also give AWHC permission to use my name and/or picture in any broadcast, telecast, or print media account of the event. No Pets allowed on festival area. Service animals welcome but must check-in at front desk in Welcome Center. All State and Federal Laws will be enforced concerning controlled substances. Underage drinking and/or any illegal drugs will not be allowed. I am also aware that I will be responsible to remove my own trash from my site. By completing this form, I acknowledge that I have read and fully understand my own liability and do accept these restrictions given by AWHC. My signature constitutes my acceptance of these rules and by-laws. A signed waiver of liability for each participant is also required along with this registration form.

Name: _____

Phone #: _____

Email Address: _____

Signature: _____

Please Check all that Apply

_____ \$20.00 Pre War Car Show

_____ (number of medallions) x \$10.00 Centennial Medallion

_____ (number of days) x \$5/day AWHC Fishing License (2 fish limit)

*Please have payment ready at time of arrival.

Location:

American West Heritage Center
4025 S. Hwy 89-91
Wellsville, UT 84339

Hours & Admission:

Friday and Saturday
July 20-21
10:00 AM – 5:00 PM
\$6 Per Person
Includes Living History, Train Rides, Pony Rides & Rendezvous

Things to See & Do:

Pre War Car Show , Traders Row, Food Vendors, Primitive Skills Demonstrations, Tomahawk Throwing, Living History, Pioneer Games, Panning for Gold, Train Rides, and Pony Rides.

Historic Pre War Car Show \$20, must fill out registration packet below, includes 2 admission tickets and BOGO Meals from Concessions Stand.

Vendors: Contact Chris Schultz at cschultz@awhc.org

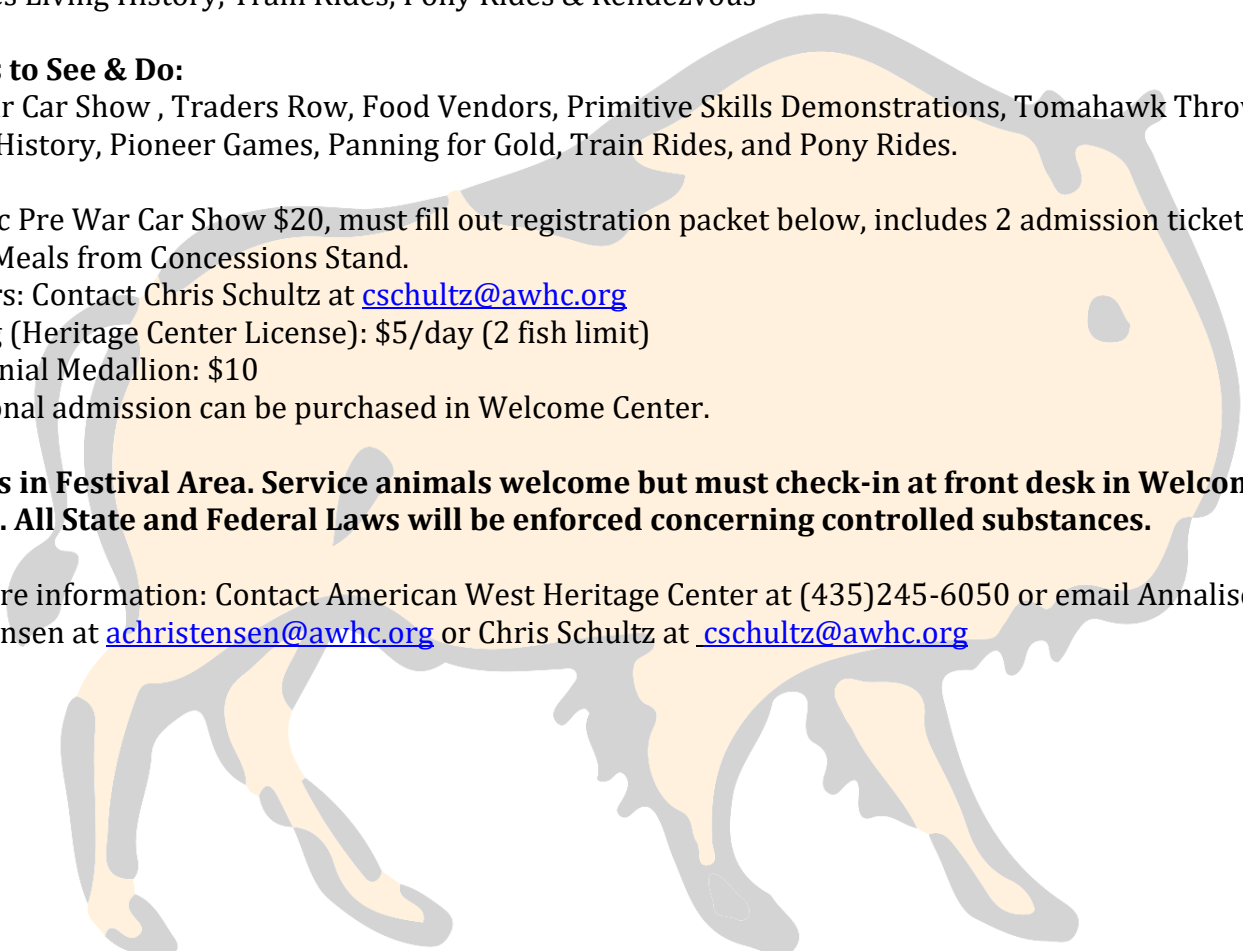
Fishing (Heritage Center License): \$5/day (2 fish limit)

Centennial Medallion: \$10

Additional admission can be purchased in Welcome Center.

No Pets in Festival Area. Service animals welcome but must check-in at front desk in Welcome Center. All State and Federal Laws will be enforced concerning controlled substances.

For more information: Contact American West Heritage Center at (435)245-6050 or email Annalise Christensen at achristensen@awhc.org or Chris Schultz at cschultz@awhc.org



PARTICIPANT'S NAME: _____

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION,
AND ARBITRATION AGREEMENT**

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in programs and events ("Programs") at **THE AMERICAN HERITAGE WEST CENTER** (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant's participation in the Programs or the use of any equipment provided by the Host ("Equipment"). The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct;

- 2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers. The Participant and his/her Parents or legal guardian(s) understand that there are inherent risks of participating in the Programs and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;

- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and use of the Equipment, including while receiving instruction and/or training; and

- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and use of the Equipment.

Arbitration

The Participant, and the Participant's parent(s) or legal guardian(s), if Participant is a minor, hereby agrees to submit any dispute arising from participation in the Programs, for which Participant intends to seek damages in excess of \$75,000.00, to binding arbitration. Submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. The neutral arbitrator shall be an officer or director of any entity that operates a **Living History Themed Park** in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for **Wellsville, UT**, utilizing the selection criteria for the neutral as set forth above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the county and state in which the Programs occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. In the event that Participant, or the Participant's parent(s) or legal guardian(s), if Participant is a minor, files a lawsuit in any court relating to, and/or arising from, Participant's participation in the Programs, Participant and/or Participant's parent(s) or legal guardian(s), by signing this document, stipulate to a cap on Participant's damages of \$75,000.00, exclusive of interest and costs. As a threshold matter, the Panel, or the Court (if a lawsuit is filed), shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law.

Photography/Videography Release

Participant hereby grants to the Host, its representatives, and employees the right to take **photographs and video of Participant** in connection with Participant's participation in the Programs. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Personal Responsibility

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participating against medical advice.

If helmets are recommended for use while participating in the Programs, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.

The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect the Host's equipment and location before any participation.

The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Host.

I, _____ (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of *common sense* and *good judgment*.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant's Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____