

# **OTHELLO RODEO ASSOC. DEMOLITION DERBY RULES**

For JULY 4, 2011 and September 14, 2011

**POOR SPORTSMANSHIP AND BAD CONDUCT WILL NOT BE TOLERATED** at any time of the Demo Derby Event. If you or anyone associated with your car is involved in an altercation, the driver and all persons involved will be banned from the Demo Derby **FOR LIFE!**  
**NO EXCEPTIONS!!!**

## **IMPORTANT NOTICE**

Take note...Rules for Demo are final. Sandbagging or avoiding hard contact will be given one warning with a black flag. You will be disqualified on the second black flag. Pit Boss and Flaggers decisions will be final. **NO REFUNDS WILL BE GIVEN. There will be no alcoholic beverages allowed into the Demo Grounds.** NO coolers will be allowed. **There will be a no tolerance of open containers due to the beer garden and State regulations requiring security to be highly enforced. There will be absolutely no tolerance for poor sportsmanship and bad conduct.**

These rules are for preparing Demo Cars and Heat Race Cars.

- 1. ABSOLUTELY NO IMPERIALS.** No Convertibles, Vans or Pickups.
- All glass, trim, metal, fender extensions, anything breakable and anything flammable must be removed. All cars will be free of broken glass and debris. All car preparation must be done prior to entering the pit area. If your car is not clean you will not enter the pits or track area.
- Must have protective screen over the driver's side of the windshield. Screen holes must be no larger than your small fingertip.
- Rear seat must be removed; BRAKES must be in good working order.
- Wheel wells may be trimmed and larger bumper extensions may be trimmed also.
- Batteries must be moved to driver's compartment in a sealed box. Radiators must remain in stock location, in front of engine.
- All cars demoing must relocate gas tank to where the back seat sits and must be secured and covered. No more than 5 gallons in size.
- All cars must have an H bar behind drivers seat. **NO EXCEPTIONS.** T-tops must have roll bar and must be covered.
- Driver's door must be reinforced. The reinforcement must extend past both sides of drivers door. If channel iron is used the flat part must be against the door and the edges will be trimmed. Doors must be secured by bolting, chaining or welding. Tech's discretion.
- The middle of the hood must have a 2' X 2' opening.
- The hood must be bolted or chained. Maximum 6 3/8" bolts or 2 3/8" chain in front hood around bumper.
- The trunk must be bolted or chained. Maximum 4 3/8" bolts or 2 3/8" chain in trunk around bumper.
- You may use chain or 2' strap to secure engine.
- Welding is accepted from the a arms forward on existing seams and joints. No addition material will be added, with the exception of securing the engine.
- Body bushing must remain in stock location.
- Absolutely no hump chains.
- CARS ENTERING HEAT RACES ONLY MAY REPAIR THE FRONT END OR REAR END WITH OTHER THAN STOCK PARTS, BUT MUST APPEAR NEAR STOCK. TECHS DESCRETION.**
- SEAT BELTS MUST BE ANCHORED TO FRAME UNDER DRIVER.**
- All cars will start the Demo Derby and heat race events with mud flaps behind the rear tires.
- Cars must be in self-starting condition at start of each race.
- Driver must have a helmet with chin strap and protective eyewear, which must be worn during all races and demo. Helmet must be strapped at all times.
- FIRE EXTINGUISHER MUST BE IN CAR, AND MUST BE SECURED WITHIN REACH OF DRIVER TIED DOWN WITH CLIPS.**
- A minimum of 2' X 2' number board required on all cars with 18" minimum numbers in contrasting colors.
- Anything that appears to be a safety hazard must be removed. Techs discretion.**
- The top three winning cars will be checked by officials. DEMO OFFICIALS DECISION WILL BE FINAL.**

**If it is not in the rules you can't do it.**

All drivers must have legal current drivers license and must be at least 16 years of age to drive a car in the demo derby event. A copy of the driver's license is required with this entry. If under 18 years of age you must have at least one of your parents or legal guardian on site to sign you in to be in the demo derby and also be in the pit area.

Maximum two entries per car.

### Entry Fees

Car Entry - \$30.00 per driver

Australian Pursuit - \$10.00 per driver

Powder Puff - \$10.00 per driver (if the car is entering powder puff only then it will be a \$30.00 entry fee)

**Women can enter either the heat races with the men, or enter the Powder Puff Race.  
Both men and woman may enter the Demo Derby Event.**

### Pay Outs

Men's Heat – 1<sup>st</sup> \$60  
                  2<sup>nd</sup> \$40  
                  3<sup>rd</sup> \$20

Australian Pursuit - \$60 per heat

Women's Heat – 1<sup>st</sup> \$30  
                  2<sup>nd</sup> \$20  
                  3<sup>rd</sup> \$10

Demo – 10 cars or less 1st \$500 + trophy  
                                  2<sup>nd</sup> \$300  
                                  3<sup>rd</sup> \$100

11 cars or more - 1<sup>st</sup> \$800 + trophy  
                                  2<sup>nd</sup> \$300  
                                  3<sup>rd</sup> \$100

### Starting Times:

July 4<sup>th</sup> 2011 – pit opens at 2:00 pm  
                  Time trials start at 5:00 pm  
                  Racing to follow

September 14<sup>th</sup> 2011 – pit opens at 3:00 pm  
                  Time trials start at 6:30 pm  
                  Racing to follow

Please fill out registration form and waiver forms and send to:

Donnie Bagwell  
1334 W. Cunningham Rd  
Othello Wash. 99344  
[dbagwell89@yahoo.com](mailto:dbagwell89@yahoo.com) for questions.

The minor release waiver form (page 4 and 5) is for anyone under 18. The other release waiver form (page 6) is for anyone over 18.

When the entry and waiver forms are mailed do Donnie he will save your number.

# Othello Demo Derby

Car # \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Sponsors: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Powder Puff Driver: \_\_\_\_\_

Australian Pursuit Driver: \_\_\_\_\_

Date Registered: \_\_\_\_\_

## Drivers License Info

Number \_\_\_\_\_

Exp. Date \_\_\_\_\_

Age \_\_\_\_\_

## Official Use Only

Driver (#30.00) \_\_\_\_\_

Powder Puff(\$10.00) \_\_\_\_\_

Australian Pursuit(\$10.00) \_\_\_\_\_

Additional Pit Pass (\$10.00) \_\_\_\_\_

**TOTAL PAID** \_\_\_\_\_

# **PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

---

DESCRIPTION AND LOCATION OF EVENT(S)

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree:

1. I know the nature of the EVENT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).

2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, and/or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.

3. I consent to the Minor's participation in the Event(s) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.

4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.

5. If, despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the "Releasees" named above, I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

6. I sign this agreement on my own behalf and on behalf of the Minor.

**I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.**

## **I HAVE READ THIS RELEASE**

\_\_\_\_\_  
SIGNATURE OF PARENT OR GUARDIAN

\_\_\_\_\_  
PRINTED NAME OF PARENT OR GUARDIAN

\_\_\_\_\_  
DATE

## **I HAVE READ THIS RELEASE**

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
PRINTED NAME OF WITNESS

\_\_\_\_\_  
NAME and AGE OF MINOR PARTICIPANT

# MINOR'S ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY

DESCRIPTION AND LOCATION OF EVENT(S) DATE RELEASE SIGNED

I have obtained my parent's consent to participate in the above event(s). I understand that I am assuming all of the risks if I get hurt during the event(s), and I state the following:

1. Both my parents and I believe I am qualified to participate in the event(s). I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the event(s).
2. I understand that the **ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.**
3. I know that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the event(s), the rules of the event(s), the condition and layout of the premises and equipment, and/or the **NEGLIGENCE** of others, including those persons responsible for conducting the event(s).
4. I **HEREBY ASSUME ALL SUCH RISKS, EVEN IF THE RISKS ARE CREATED BY THE NEGLIGENCE** of the promoters, participants, racing associations, sanctioning organizations, or any of its subdivisions, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any restricted areas, promoters, sponsors, advertisers, owners, and lessees of premises used to conduct the events, premises or event inspectors, surveyors, underwriters, consultants, and any other person or entity who gives recommendations, directions, or instructions, or engages in risk evaluation, loss control activities or sales regarding the premises or events, and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees."
5. I **HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE, ALL OF THE RELEASEES FROM ALL LIABILITY TO ME**, my personal representatives, assigns, heirs, and next of kin, for any and all loss or damage and any claim or any demand on account of any injury to me including, but not limited to, my death, whether caused by the **NEGLIGENCE** of the Releasees or otherwise.

**I HAVE READ THE ABOVE ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.**

## I HAVE READ THIS RELEASE

\_\_\_\_\_  
SIGNATURE OF MINOR PARTICIPANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME OF MINOR PARTICIPANT

\_\_\_\_\_  
AGE

## I HAVE READ THIS RELEASE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRINTED NAME OF WITNESS

# RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

DESCRIPTION AND LOCATION OF SCHEDULED EVENT (S)

DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the EVENT (S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERDIGNED, for himself, his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters, and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT (S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, driver, pit crews, rescue personnel, any persons in any RESTRICTED AREA, sponsors, advertisers, owners and leasees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATE TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
5. HEREBY acknowledges that THE ACTIVITES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as in permitted by the laws of the State or Province in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and affect.
7. HEREBY acknowledges that the undersigned has the right to negotiate the terms and conditions of this release agreement but by signing below hereby waives such right.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, 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 BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

## ALL SECTIONS MUST BE COMPLETED.

PRINT NAME HERE

SIGN NAME HERE

DUTIES

I HAVE READ THIS RELEASE

SIGNATURE AND TITLE OF WITNESS

ADDRESS OF WITNESS