

DE'FRANCE INDOOR FLEA MARKET ANTIQUES  
RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT  
**(READ CAREFULLY BEFORE SIGNING)**

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the **Cruisin The Beaches Car Show**, events or activities, I, for myself, my personal representatives, heirs and next of kin:

1. Hereby RELEASE, WAIVE, and DISCHARGE **DE'FRANCE INDOOR FLEA MARKET ANTIQUES**, the promoters, participants, sanctioning organizations or any affiliate, subsidiary or subdivision thereof, officials, car owners, drivers, rescue personnel, sponsors, advertisers, owners and lessees of premises used to conduct the EVENTS, 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 EVENTS and for each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "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 DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENTS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. In addition, I COVENANT NOT TO SUE any of the RELEASEES based upon any claim arising out of any of the EVENTS.

2. Hereby ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENTS whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

3. Hereby AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them from any loss, liability, damage, or cost they may incur due to claims brought against the RELEASEES arising out of my injury, or death, or damage to my property while I am participating in the EVENTS and/or while competing, practicing, officiating, observing or working for or for any purpose participating in the EVENTS and whether caused by the negligence of the RELEASEES or otherwise.

4. Hereby acknowledge that THE EVENTS ARE POTENTIALLY VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that INJURIES MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

5. Hereby agree 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 is permitted by the laws of the Province or State in which the EVENTS 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 effect.

6. I grant to DE'FRANCE INDOOR FLEA MARKET ANTIQUES, its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize DE'FRANCE INDOOR FLEA MARKET ANTIQUES, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that DE'FRANCE INDOOR FLEA MARKET ANTIQUES may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY 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.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date