THIS IS A RELEASE

PART "A" – RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

All applicants must execute the following waiver.

In consideration of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as the areas to which admission by general public spectators is prohibited), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, for himself, his personal representatives, assigns, heirs, and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted area or areas and his participation, if any, in the event constitutes an acknowledgement that he has inspected such restricted area and has reviewed the conditions, requirements and the location of the event, and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about restricted areas or the location of the event and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted area(s) and/or will withdraw from the event. The undersigned, for sufficient consideration:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Capital Lakefair, Inc., the Olympia/Thurston County Chamber of Commerce, the state of Washington, Thurston County, and the cities of Lacey, Tumwater, and Olympia, the promoters, other participants, operators, officials, officers, and employees, 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 damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon the restricted area, and/or, competing, officiating in, observing, or working for, or for any purpose participating in the event.

2. 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 due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the event.

4. HEREBY EXPRESSLY ACKNOWLEDGES and agrees that the activities at the event and in the restricted area(s) may be dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State in which the event is conducted and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS/HAVE READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement are relied upon.

This waiver, release and indemnification agreement specifically embraces each and every event, authorized or promoted by said releasees during the entire event season and applies to each and every event, or activity mentioned herein, and has the same effect as if executed after each and every activity or event in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event described herein.

DATED THIS _____DAY OF _____, 20_____

APPLICANT: _____E-mail: _____

AUTHORIZED SIGNATURE:_____TITLE:_____

MAILING ADDRESS:_____

CITY: _____ STATE: _____ ZIP CODE _____ PHONE NO: _____

PART "B" – PARENT/GUARDIAN RELEASE

If applicant is under 18 years of age, the parent(s) or guardian(s) must execute in addition to the above, this following waiver.

The undersigned referred to as the parent(s) and natural guardian(s) or legal guardian(s) of, does hereby represent that he/she (they) is (are) in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties herein referred to above as releasees from all liability, loss, cost, claim or damage whatsoever may be imposed upon said releasees because of any defect in or lack of such capacity to so act and release said releasees on behalf of the undersigned. The undersigned further agrees to be bound by all the terms in Part "A" of this release.

SIGNATURE _____ RELATIONSHIP TO MINOR _____

SIGNATURE _____ RELATIONSHIP TO MINOR _____

MAIL SIGNED FORM TO:

CAPITAL LAKEFAIR
% RELEASE OF LIABILITY
PO BOX 2569
OLYMPIA, WA 98507