

2013 CENTURY 21 SOAPBOX DERBY

Registration Form

A Nicholasville NOW! Event

October 26, 2013

2:00 p.m.

Please complete all parts of the form legibly. Complete one form per racer. If a family has more than one racer, each racer must have their own registration form.

Car inspections and practice will begin at Noon on the day of the race, and will take place at Town Square Bank parking lot on the corner of Chestnut St. and York St.

**MUST BE TURNED IN WITH WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT AND PHOTO RELEASE FORM
THESE ARE REQUIRED FOR REGISTRATION**

Please Print:

Racer's name: _____ Age (must be at least 6): _____

Date of Birth: _____ Type of car (circle one): KIT HOMEMADE

Racer's address: _____

Racer's parent/guardian (if 17 or under): _____

Racer/parent/guardian phone: (____) _____ - _____

Racer/parent/guardian e-mail address (confirmation of registration will be sent by email): _____

Racer/parent/guardian address: _____

City: _____ State: _____ Zip: _____

T-Shirt Size: YS YM YL ASM AMED ALRG AXL A2XL A3XL

T-Shirt size not guaranteed.

Email registration form, Waiver of Liability and Hold Harmless Agreement and photo release form to: tonycoleman@windstream.net

**Or mail to: Nicholasville Now!, ATTN: Soapbox Derby
100 West Oak Street, Nicholasville, Kentucky 40356**

You may also turn in your form at the registration table on the day of the derby.

2013 CENTURY 21 SOAPBOX DERBY

Photo Release Form
A Nicholasville NOW! Event
October 26, 2013 • 2:00 pm

Please complete all parts of the form.

Email registration, photo release and Waiver of Liability form

to: tonycoleman@windstream.net

Or mail to: Nicholasville Now!, ATTN: Soapbox Derby, 100 West Oak Street, Nicholasville, Kentucky 40356

Complete one form per racer. If a family has more than one racer, each racer must have their own photo release form.

Racer's Name: _____

Racer's Parent/Guardian: _____

I, _____ (parent/guardian or participant), being the parent or legal guardian of _____ (Racer's name), hereby consent that any and all videotapes, films, photographs and/or motion pictures made of myself/my child or for which I/my child posed, and/or audio recordings made of my/my child's voice relative to the Century 21 Soap Box Derby may be used by Nicholasville NOW! and/or Century 21, its agents, assignees, licensees, or successors, in whatever way they may desire, including for television programs and/or any other such publicity. Furthermore, I hereby agree that any such photographs, films, videotapes, and other recordings, shall at all times be the property of Nicholasville NOW! and Century 21. Nicholasville NOW! and Century 21 shall have all right, title and interest to sell, duplicate, reproduce or make other uses of such photographs, films and other recordings, as it may desire, free and clear of any claim whatsoever on my part. I further hereby release, discharge and agree to hold harmless Nicholasville NOW! and Century 21 and its agents, successors, licensees and assignees from all claims and demands whatsoever which I may have arising out of or in connection with the foregoing and waive any right to inspect or approve the same. Finally, I hereby certify that I am the parent or legal guardian of _____ (Racer's name) and hereby also consent on behalf of said minor to the creation and use of the photographs, films, or recordings contemplated including without limitation, the release and hold harmless provisions.

Racer's Signature (if 18 or older) _____ Date _____

Parent/Guardian's Signature _____ Date _____

2013 CENTURY 21 SOAPBOX DERBY RULES

**A Nicholasville NOW! Event
OCTOBER 26, 2013●2:00 PM**

Car inspections and practice will begin at Noon on the day of the race, and will take place at Town Square Bank parking lot on the corner of Chestnut St. and York St.

RACE RULES

1. There will be 4 divisions:
 - a. Racers between ages 6-14 with homemade cars
 - b. Racers age 15 and up with homemade cars
 - c. Racers between ages 6-14 with kit cars
 - d. Racers age 15 and up with kit cars
2. Two opponents will race side-by-side down the designated street/parking lot.
3. This is a double-elimination tournament. The winner of each race advances to the next round, while the loser of the race proceeds to the “consolation bracket.” Once a racer loses a race in the consolation bracket, they are eliminated from the competition. (Or, simply put, racers keep racing until they’ve lost two races).
4. The first person to cross the finish line wins. There will be no timings. The “Finish Line Judges” will have final judgment on the winner of the race, and their ruling is final.

CAR RULES

The cars must abide by the following specifications:

1. Must have 4 wheels
2. Must have a steering mechanism
3. Must have a braking mechanism
4. The drivers **MUST WEAR HELMETS.**

The look/shape/color/design of the car is completely up to the Racer and/or the Racer’s parents/guardian(s). Be as creative as you like, as long as it complies with the specifications set forth above.

An inspection will take place at a designated time/place the day of the race. Nicholasville NOW! and Century 21 reserve the right to revoke a racer’s eligibility if the racer’s car is deemed unsafe. Trophies will be awarded for the 1st, 2nd, 3rd place, Most Creative, and Best Looking cars.

Eligibility

The Scion On Nicholasville Soap Box Derby is open to all boys, girls, men, and women above the age **6**. The Racers’ parents/guardians must sign all forms for the child to be eligible if he/she is 17 or under.

2013 CENTURY 21 SOAP BOX DERBY

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in the **2013 Century 21 Soapbox Derby**, I and on behalf of my minor child, hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Century 21, the City of Nicholasville, Nicholasville NOW!, their officers, agents, board members, or employees and any and all Corporate Sponsors, Participants, Parents/Guardians of Participants, their officers, agents, or employees. (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my minor child, or to any property belonging to me or my minor child, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law

2. I am fully aware of the risks and hazards connected with the **2013 Century 21 Soapbox Derby** and I am aware that such activities include the risk of injury and even death, and I hereby voluntarily elect to allow my minor child to participate in said activities, knowing that the activities may be hazardous to our property and ourselves. I understand that none of the RELEASEES require me to participate in this activity. I and on behalf of my minor child voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me or my minor child, or any loss or damage to property owned by us, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that RELEASEES may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky and that any mediation, suit, or other proceeding must be filed or entered into only in Kentucky and the federal or state courts of Kentucky. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

5. I understand and agree that, as a prerequisite to competing in the **2013 Century 21 Soapbox Derby** that my minor child together with his/her car shall have undergone and passed an inspection conducted by Nicholasville NOW! in its sole discretion to determine compliance with its rules, spirit and specifications applicable to the division and that the decisions of Nicholasville NOW! and its officials regarding qualification, disqualification and compliance with the rules, spirit and specification applicable to the division shall be final and binding upon me, my minor child and all other parties and participants.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it

voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement on this _____ day of October, 2013.

WITNESS:

PARENT/GUARDIAN ON BEHALF OF PARTICIPANT:

Print Name: _____

Print Name: _____

PARENT/GUARDIAN OF PARTICIPANT

Print Name: _____

***Parents and Guardians must sign both as Parent/Guardian on Behalf of Participant
and as Parent/Guardian of Participant.***

FOR OFFICIAL USE ONLY:

Car Inspected on: _____ Car Inspected by: _____

Car Weight: _____ (lbs.) Driver Weight: _____

Car has braking mechanism: YES NO Child knows how to brake: YES NO

Car has steering mechanism: YES NO Child knows how to steer: YES NO

Car has 4 wheels: YES NO

Car has been approved for participation: YES NO

Driver has been approved for participation: YES NO