



WANTED

WAGONS AND YOU

FOR THE 6th ANNUAL

SPIRIT OF THE WEST FESTIVAL

September 17, 18, 19, 2010

OFFICIAL CHUCK WAGON COOK

OFF

Saturday, September 18, 2010

Siemonsma Homestead

6200 North Kiwanis Avenue

Sioux Falls, South Dakota

\$3,000 PURSE

Cooking/Food:					
Meat:	1 st	\$100,	2 nd	\$60,	3 rd \$40
Beans:	1 st	\$100,	2 nd	\$60,	3 rd \$40
Bread:	1 st	\$100,	2 nd	\$60,	3 rd \$40
Potato:	1 st	\$100,	2 nd	\$60,	3 rd \$40
Dessert:	1 st	\$100,	2 nd	\$60,	3 rd \$40

Best Wagon & Camp Authenticity: 1st \$100; 2nd \$60; 3rd \$40

Best Overall: 60% Food & 40% Wagon: 1st \$100; 2nd \$60; 3rd \$40

Best Overall Food: \$100

Farthest Wagon: \$100

Wagons May Receive \$150 in Show Up Money (see rules)

Got Questions? Call 605-743-5270 or email swanson_farms@yahoo.com

Wagon Entry/Holding Fee \$200 (refunded at payout Sunday)

Registration Deadline **September 1, 2010; Limited to 10 Wagons**

www.spiritofthewestfestival.com

SPIRIT OF THE WEST FESTIVAL CHUCK WAGON COOK OFF REGISTRATION GUIDELINES AND INFORMATION

We'd like to invite you and your chuck wagon crew to the Spirit of the West Festival Chuck Wagon Cook-off. **Competition is limited to 10 wagons.** A \$150 show up consideration will be paid as you leave the event site. In order to receive the show up consideration, wagon camp **MUST BE RETURNED TO GOOD CONDITION**, especially fire pit area, **AND WAGONS CANNOT LEAVE UNTIL 5:00 PM SUNDAY** (without prior arrangements). The Festival is open to the public Friday, Saturday and Sunday from 9 am to 6 pm.

***SPIRIT OF THE WEST FESTIVAL** Chuck Wagon Cook off **Registration Deadline is September 1, 2010** – a Refundable Deposit of \$200 will secure your place. There is no entry fee for this competition. Show Up Money plus Competition Money is \$3,000.

***SPIRIT OF THE WEST FESTIVAL** will furnish all paper goods and cups, meat, beans, potatoes, coffee, onion, oil, flour, butter, milk & eggs. **You are responsible for your dessert fruit**, although apples will be available at site. All food must be prepared on site. Only spices and condiments that would have been readily available in the 1890 are allowed. **You will cook for 40 people**, meals will be served on a ticket basis, proportion your food accordingly.

***SPIRIT OF THE WEST FESTIVAL** will have wood at site, but recommend wagon supply own.

***SPIRIT OF THE WEST FESTIVAL** is a 3-day event. We expect wagons to be set up by **FRIDAY** morning, September 17. **COOKS MEETING** will be at 1 pm Friday, and non-perishables will be handed out. The ACWA will coordinate **WAGON JUDGING** at 9 am Friday. Cook off begins at 7 am Saturday when perishables are handed out. **JUDGES** will observe camp set up and authenticity as well as cooking techniques between 8 am -11 am. **FOOD** will be picked up at **NOON**. Sponsors and Public to be served immediately after your food is taken to Judges.

***SPIRIT OF THE WEST FESTIVAL** will hold the **AWARD CEREMONY** on Sunday at 3:30 pm. Wagons may begin to pack up after ceremony, but no vehicles will be allowed on grounds until after 5 pm. You may not leave until the show is closed for the day.

***SPIRIT OF THE WEST FESTIVAL** will pay 2 wagons \$100 each to cook breakfast, Sunday between 7am - 9am. One Wagon will cook Pancakes and Sausage; and One will cook Biscuits and Gravy. **COWBOY CHURCH** is at 9am.

***SPIRIT OF THE WEST FESTIVAL** will host a Public Dutch Oven Cook Off Sunday starting at 10 am. Wagons are welcome to compete. The ACWA will sponsor a Kids Dessert contest. We will need wagons to assist at least one child between Noon and 2:45 pm.

JUDGING: Wagons will be judged starting at 9 am Friday morning. Camp and Cooks judged Saturday 8 am – 11 am. Food Judged at **NOON**.

WAGONS and CAMP: Wagons may be authentic or restored. Standard ACWA judging guidelines will be used. Basic judging will be on soundness, sides, bed, frame, wheels, brakes, spring seat, covering, hitch, water barrel, extra equipment and authenticity. Chuck Box will be judged on table, coffee grinder, supplies, and utensils. Modern conveniences should be disguised or hidden. Camp will be judged on lay-out, fly, ropes, placement of fire, etc. –. Each wagon should have a tent, water barrel, dipper, tools, saddle, bed-roll, shovel, axe, saw, hobbles and horse harness. Extra points for quilt, sledge, possum belly, etc. Cook and Cooks Helpers should be in appropriate to era clothing. Camp atmosphere and hospitality is judged.

LODGING AND DIRECTIONS INFORMATION: Available on website or by calling 605-334-9202 or 605-743-5270 or email sotw@spiritofthewestfestival.com.

Chuck Wagon & Dutch Oven Schedule

Friday:

9 am – 1 pm: Wagons Judged (approximately 30 minutes per wagon) The ACWA will coordinate the wagon judging this year.

1 pm: Cooks Meeting; non-perishables handed out

2 pm – 6 pm: Wagon Clinic with supper being served to participants. Cost is \$5.00 to ACWA members; \$20 for non-members, which will include a 1-year membership to the ACWA. Pre-registration is requested. Clinic open to public (history buffs, those interested in learning how to judge a wagon, or purchase/create a competition-ready wagon. Participants may enter Festival grounds after 1 pm at NO Charge if Pre-Registered.

Saturday:

7 am: Perishables handed out

8 am – 11 am: Camp and Cooks Judged

NOON: Food picked up for Judges; Public Served immediately after.

During Contest Hours, only Team members and Cooks are allowed to do prep work in the Chuck wagon area. Public is allowed around camps to watch BUT NOT TO HELP.

Sunday:

7 am – 9 am: Chuck wagon Breakfast (2 Wagons only cook breakfast)

8 am: Dutch Oven Cooks can come in set up camps , be inspected

9 am: Cowboy Church

10 am: Cook Off Registration

NOON: Kids assigned to Chuck Wagon to cook Dessert

3:30 pm: Award Ceremony

5 pm: Pack Out

**SPIRIT OF THE WEST FESTIVAL
CHUCK WAGON COOK OFF REGISTRATION**

You must return this form along with your \$200 check or money order, the enclosed W-9 signed and dated and the enclosed Release of Liability and Indemnity Agreement Signed and dated by **SEPTEMBER 1, 2010** to secure your wagon spot. This event is **limited to 10 wagons only**.

RETURN FORMS AND DEPOSIT TO: Spirit of the West Festival
Attn. Cassandra Swanson
1100 S. Southeastern Avenue
Sioux Falls, SD 57103

WAGON
NAME: _____

OWNERS
NAME: _____

TEAM MEMBERS (LIMIT 4 IN CAMP-1 cook/3 helpers)*** All team members MUST sign the Liability/Indemnity Form***: _____

MAILING
ADDRESS: _____

PHONE
NUMBERS: _____

If you have questions, please call Cassandra at 605-743-5270 or Jeanne at 605-334-9202. We are looking forward to another great year and are glad to have you participating. Above all, we want everyone to have FUN! YEE HAW!

Release of Liability and Indemnity Agreement

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in activities (the "Activities") associated with Old West Look Inc, DBA as the Spirit of the West Festival, (collectively, "SOTW"), the undersigned hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement") as of the date set forth below.

1. **ACKNOWLEDGEMENT OF RISKS:** The undersigned recognizes and understands that there are risks associated with their participation in the Activities including, but not limited to, bodily injury or death to persons and damage to property. The undersigned further acknowledges and understands that they will be held liable and responsible for any and all damage to persons, livestock, vehicles, property and/or improvements to property that is caused by them and/or any person (including, but not limited to, minors) under their care and control, and that arise out of, or are related to, the undersigned's entry into and participation in the Activities.
2. **APPLICABILITY AND SCOPE OF RELEASES AND INDEMNITIES:** For purposes of this Agreement, "Claims" shall mean any past, present and future claims, losses, costs, expenses, liabilities, demands, or causes of action, and costs of defense or settlement (including, without limitation, attorneys' fees and court costs). For purposes of this Agreement, the term "Released Parties" shall mean Old West Look Inc, DBA the Spirit of the West Festival and their respective present and former officers, directors, members, subsidiaries, affiliates, employees, staff, volunteers, agents and any other person, firm, corporation or entity bound to defend or pay judgments against them. The releases, waivers and indemnities contained in this Agreement expressly shall apply regardless of whether the Claims to be released, waived or indemnified against arise, or are alleged to arise, from (1) **NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER SE, and/or STRICT LIABILITY**, of the Released Parties: (ii) personal injury, death or property damage; (iii) acts under the South Dakota Deceptive Trade Practices Act ("DPTA"); (iv) acts of any other persons or guests: (v) theft, burglary, assault, or other crimes; (vi) fire, water, wind, rain and/or smoke and/or (vii) any other risks and hazards associated with the undersigned's entry into and participation in the Activities, including, but not limited to, the general conditions at the Activities, animals both wild and domestic that may be diseased and/or potentially dangerous, persons with firearms both on and off the premises used in connection with the Activities, and the driving or riding in any vehicles, whether belonging to Released Parties or to other persons.
3. **RELEASE FROM LIABILITY:** The undersigned hereby RELEASES, ACQUITES AND FOREVER DISCHARGES, and WAIVES any and all claims against any of the Released Parties that arise from or relate to their entry and participation in the Activities—including, but not limited to, the types of claims enumerated in Paragraph 2—and agree not to sue any of the Released Parties for such Claims. Without limiting the foregoing, the undersigned agrees that the Released Parties shall not be liable to them, their family, or their guess, for personal injury, property damage, or any other Claims arising from or related to the undersigned's entry into and participation in the Activities.
4. **AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:** The undersigned agrees to INDEMNIFY and HOLD HARMLESS the Released Parties against any and all Claims arising from or related to the undersigned's entry and participation in the Activities—including, but not limited to, types of Claims enumerated in Paragraph 2. In addition, and without limiting the foregoing, the undersigned agrees to INDEMNIFY the Released Parties for any Claims for injuries to any minors under their care and control and/or his or her parent/guardian, and for any Claims asserted by, through or under the undersigned, arising from or related to the undersigned's entry into and participation in the Activities—including, but not limited to, the types of Claims enumerated in Paragraph 2. As used herein, "INDEMNIFY" means to agree to assume the Released Parties' liability in a situation, thereby relieving them of responsibility, and/or reimbursing the Released Party for Claims asserted against them.
5. **PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT:** The undersigned GRANTS PERMISSION to be PHOTOGRAPED or INTERVIEWED in connection with the Activities. The undersigned understands that any such photograph or interview may be used by the Released Parties or television, film, video, visual, graphic or printed media. The undersigned agrees to RELEASE and INDEMNIFY the Released Parties with respect to any Claims related to the usage of such photographs or interviews by the Released Parties or any media—including, but not limited to, the types of Claims enumerated in Paragraph 2.

As further inducement to SOTW to permit the undersigned's entry into and participation in the Activities, the undersigned represents that they thoroughly and completely understand that this is a complete and final release and indemnity agreement, that they are freely and voluntarily entering into this Agreement, and that no representations, promises or statements made by any of the Released Parties, or any agent, attorney or other representative of any of the Released Parties has influenced the undersigned in causing them to sign this Agreement.

The undersigned understands that this agreement shall be binding on their heirs, executors, successors and assigns that the Agreement will be governed by the laws of South Dakota and that jurisdiction and venue for resolution of any dispute regarding this Agreement shall lie in State District Courts in Minnehaha County, South Dakota. If any part of this Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of this Agreement. The undersigned agrees to the terms and conditions above, and acknowledges receipt of this Agreement.

Wagon/Participant

Name Printed of Participant

Date

Signature

Witness

Date

Signature of Parent/Guardian if Participant is a Minor

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/
Sole proprietor Corporation Partnership Other ▶

Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,