COVID-19 Equine/Livestock Event Guidelines

Overview

In accordance with Gov. Abbott’s Open Texas Report, the Extraco Events Center, Home of the Heart O’ Texas Fair & Rodeo (EEC), proposes a responsible plan of action in order to produce quality equine and livestock events while complying with statewide and local restrictions. Per the Open Texas Report, a Phase I recommendation of 25% capacity (beginning May 1, 2020) for restaurants and retail was mandated. The checklist for Outdoor Sports Participants on page 38 of the Open Texas Report can apply to equine and livestock activities. EEC will follow the checklist which states “individuals may engage in outdoor sports, provided that the sports do not include contact with other participants and no more than four participants play the sport at any time.” In his speech, Governor Abbott used the examples of Golf and Tennis.

EEC through McLennan County and City of Waco officials will monitor the COVID-19 statistics as Texas moves toward Phase II of increasing to 50% capacity and eventually Phase III that will allow equine/livestock events to begin again at the Extraco Events Center.

EEC proposes to adapt the format of the event to reduce the number of people on-site. This will reduce the number of individuals in the office, restrooms, hallways, concessions, stall barns, warm up arenas and holding areas in order to safely and easily maintain Gov. Abbott’s social distancing guidelines of 6 feet of separation.

These guidelines are adopted with consideration of all types of equine and livestock events/activities and the associated sanctioning organization. These guidelines will be in place until Governor Abbott or local officials deem the COVID-19 pandemic over and all restrictions for events are lifted.

Furthermore, these guidelines are adopted and approved by the McLennan County Fair Board of Directors, McLennan County Commissioners Court, City of Waco with support from the McLennan County Health District and the Extraco Events Center Health & Safety Committee.

Purpose & Scope

The Extraco Events Center is dedicated to ensuring the safety and welfare of horses, livestock and all participants. As we begin to navigate the “new normal” at competitions and events, we have centralized the requirements and recommendations from public health experts that will be in effect at all EEC equine and livestock events. While there is no way to eliminate all risks related to COVID-19, the following requirements and recommendations are aimed to decrease the risk of COVID-19 infection. These requirements and recommendations are intended to ensure event organizers and participants are following the most recent guidance from federal,
state, local and other public health officials. As that guidance continues to change, the content of this action plan will be modified to reflect those changes.

These requirements and recommendations for operating events and competitions at EEC are in effect immediately and until further notice, however, they are subject to modification as the guidance from the government and public health officials’ changes.

We are all in this together and the situation requires that each and every one of us take personal responsibility for the health, safety, and welfare of ourselves, our family members, our colleagues and peers in the competition environment. Whether participants, organizer and staff, or vendor and support personnel, we each need to exercise caution, take precautionary measures, be accountable, and utilize good judgement at all times while interacting with one another at competitions.

EEC Management will continue to monitor the situation and make adjustments as warranted.
I. Definitions

**CDC** – Centers for Disease Control. All activity that occurs at the Extraco Events Center must be conducted in accordance with CDC guidance protocols.

**Competition Arena/Warmup Arena** - For purposes of this document, any reference to competition arena and/or warmup arena includes rings, arenas and any other areas designated for competition, schooling or exercise purposes.

**Competition Organizer** – For purposes of this document, Competition Organizer includes any individual or entity that acts as competition manager, licensee, and includes any designee(s) with management authority over the competition and its operations.

**Competition Staff** – For purposes of this document, competition staff includes any individual who is employed or contracted by competition management. Competition staff includes, but is not limited to, ring crews, jump crews, stable crews, competition office staff, medical personnel, awards crew, in-gate personnel, paddock managers, announcers, licensed officials, scribes, etc.

**Face Masks** – For purposes of this document, any reference to face masks includes cloth face coverings, N-95, KN-95 and surgical masks.

***The CDC recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain. Cloth face coverings should fit snugly but comfortably against the side of the face, be secured with ties or ear loops, include multiple layers of fabric, allow for breathing without restriction and be able to be laundered and machine dried without damage or change to shape.***

**Isolation** – Separation of a person or group of people known or reasonably believed to be infected with a communicable disease and potentially infectious, from those who are not infected to prevent the spread of the communicable disease.

**Participants** – For purposes of this document, any reference to Participants includes owners, lessees, exhibitors, athletes, parents, vaulters, drivers, trainers, coaches, grooms, longeurs, navigators, personal care assistants (PCAs), and any other required support personnel/staff that are essential for providing care to equine/livestock and/or the athletes.

**PPE** – Personal Protection Equipment

**Quarantine** – Separation of a person or group of people, known or reasonably believed to have been exposed to a communicable disease but are not yet symptomatic, from others who have not yet been exposed, to prevent the possible spread of the communicable disease.

**Sanction Organization** – An organization that regularly approves equine events for competition. Examples include, but are not limited to, US Equestrian Federation, American Quarter Horse Association, American Paint Horse Association, National Reining Horse Association.
(Definitions continues)

**Social Distancing** – Defined as avoiding congregate settings or concentration of individuals in a single area and maintaining a minimum of six feet from others unless absolutely impossible.

**Public/Spectators** – For purposes of this document, spectators refers to the general public, fans, or any individuals who are not directly involved in the competition by way of being a participant, a member of competition staff, a service provider (e.g. media or photographer), volunteer, or other support personnel (farrier, veterinarian, etc.).

**Service Providers** – For purposes of this document, service providers are those individuals or entities who provide direct services contracted by competition management. Service providers include but are not limited to vendors, caterers, feed suppliers, photographers, videographers, media, cleaning service providers (including portable restroom service), and waste disposal personnel.

**Support Personnel** - For purposes of this document, support personnel are those individuals employed or contracted by Participants who are essential for providing care to equine/livestock and/or participants. Support personnel includes, but is not limited to, veterinarians, farriers, equine/livestock therapists, and braiders, etc.

**Symptoms** – Symptoms of COVID-19 include, but are not limited to, subjective or measured fever, cough, and shortness of breath and/or difficulty breathing. Additional symptoms may include sore throat, muscle pain, headache, chills/shaking, or newly developed loss of taste or smell.

**Temperature Monitoring** – The daily (or alternatively defined period) non-contact body temperature testing utilizing technology that scans forehead temperature (temporal or infrared thermometer) to measure an individual’s body temperature to verify no fever is present. For purposes of this document, a fever is defined as an elevated body temperature of 99.5°F (37.5°C) or higher.

*This definition of fever utilizes a temperature threshold slightly lower than in CDC guidelines, but this more stringent temperature threshold prevails as the requirement.*

**WHO** – World Health Organization
II. General Event Practices

A. EEC would be responsible for only allowing a pre-determined amount of equine/livestock and people to attend and participate in each day’s competition. Those amounts will be determined by management using rules set by the Open Texas Guidelines, CDC and local officials.

B. No spectators would be allowed. Exhibitors will be encouraged to come by themselves, and will agree to limiting additional persons on-site (a parent for youth under 18; competition coach, trainer, grooms, etc.)

C. Stalling of animals will be managed in accordance with the plan set forth by EEC management based on the Phase guidelines.

   Equine/Livestock Stalling Plan
   - Phase 1: 50% capacity. Limit equine stalling to every other row in all stalling areas. Livestock stalling not allowed and animals are shown from trailers. Refer to Stalling Plan for equine stalling.
   - Phase 2: Limit equine stalling by skipping a stall between each Exhibitor or Barn. An Exhibitor is defined as an animal or group of animals controlled by 1 person or 1 family from the same household. Barn is defined as those animals who are housed at a training facility or farm/ranch but may have multiple owners and/or exhibitors.
   - Phase 3: No limits on stalling but maintaining continued monitoring of stalling areas.

D. Signage will be provided throughout the facility to remind attendees of best hygiene practices and social distancing, especially in areas where individuals tend to gather, near offices, restrooms, event holding areas, seating, warm up arenas, etc.

E. Facility air handlers, large area overhead fans, louvers, windows and exhaust fans will be use to circulate air throughout all buildings. Air handlers can be set to take outside air in all conditioned spaces.

F. Facility entrances will remain open during all event hours to minimize high touch areas and create air flow.

G. Hand sanitizing stations / wipes will be provided in key areas where people frequent.

H. The office and high traffic areas will be sanitized frequently on a specific schedule per the Open Texas Guidelines.

I. High contact points such as gates, doors, door handles, etc. will remain open or be sanitized frequently.

J. Show Offices will be limited to essential staff only. Competition Management will use the service windows to interact with participants.
K. Plexiglass or another type of barrier will be used to reduce exposure between staff and participants when social distancing is not possible.

L. Arena entrance/exits will be arranged so that exhibitors are not coming in close contact entering and exiting the arenas.

M. The number of people allowed at the entrance/exit gate and in the arena will be controlled. No more than 1 person with the exhibitor allowed at the end gate. Judges and scribes/steward will be placed 6 feet apart when possible. Judges and scribes/arena stewards may wear face mask if they choose. Announcer, gate personnel and other arena staff will be kept at a safe distance apart.

N. The Competition Management will provide monitoring to maintain social distancing. Such individuals will be identified as “officials” by an orange vest or some other designation.

O. Exhibitors and participants will not be allowed to congregate or gather. Exhibitors and participants must keep 6 feet of space between each other at all times.

P. The total number of exhibitors and contestants in each competition arena will be limited, based on Open Texas Guidelines at the time of the event. Depending on regulations, exhibitors/contestants may be restricted to going to holding/warm up arenas until 30 minutes prior to their competition.

Q. To minimize contact, communication will involve radios, phones, announcements, etc.

R. To minimize contact and where possible, all stall and RV reservations will be handled prior to the event, including shavings orders so that shavings may be pre-delivered before attendees arrive.

III. Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (Appendix C)

A. In addition to the standard liability waiver, all attendees will sign an additional waiver to include EEC, and any other supporting groups releasing liability for, but not limit to, COVID-19 exposure or infection. This would include a section stating:
   - The attendee has conducted a Minimum Standard Health Protocol of the Open Texas report (Appendix A), and has not experienced any COVID-19 symptoms in the last 14 days;
   - The attendee has not had close contact with a person symptomatic or confirmed to have COVID-19 in the last 14 days;
   - Any attendee who was previously diagnosed with COVID-19 has been medically released to return to normal activities; and
The attendee agrees to social distancing standards.

B. Event publicity will include “Individuals who are at a higher risk of infection should consider their own health status before attending a public event. Anyone with symptoms of COVID-19 must stay home.”

IV. Access

A. All vehicle traffic will enter the EEC through a single designated gate. All occupancy of the vehicle must be cleared to enter the grounds by signing a Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (Appendix C).

B. If necessary, require temperature monitoring for EEC employees, volunteers, officials, event staff, exhibitors, service providers, vendors, etc. once daily prior to entering the EEC. Anyone with a temperature below 99.5°F (37.5°C) may enter the facility.

C. Anyone who exhibits COVID-19 symptoms or has been in contact with someone who has tested positive for COVID-19 within the last 14 days, cannot enter the Extraco Events Center.

D. Notification of McLennan County, City of Waco, all participants and show staff if a person who was present on the EEC tests positive for COVID-19 within 14 days of the conclusion of competition.

E. Recommend a facemask or face covering for all staff, officials, volunteers, service providers and participants when not exhibiting an animal.

**A participant cannot be disqualified or penalized for wearing a facemask or face covering while competing.
B. Post signage throughout the competition grounds (i.e. competition office, competition and schooling areas, barns, etc.) which includes recommendations about good hygiene along with informing participants and others about ways to reduce the risk of COVID-19 transmission. Sample Poster (Appendix B): *CDC – Stop the Spread of Germs*

C. Post floor signage or markers to indicate social distances (6 feet) at high traffic or potential queuing areas.

D. High touch or high-volume locations such as offices, restrooms, concessions, etc. will have a posted Cleaning Schedule. Cleaning Schedules will be signed off each time a cleaning process is completed.
Mandatory Requirements for Participants

All events must be held and comply with all applicable federal, state and local regulations, requirements and orders as well as CDC guidelines as they relate to sporting events.

Participants are required to comply with these and any additional Competition Organizer requirements at all times while present at Extraco Events Center. Failure to do so may result in expulsion from the grounds.

These requirements are in effect immediately and until further notice, however, they are subject to revisions as the COVID-19 virus environment changes.

Waiver/Release & Indemnity Agreement

Provide emergency contact information and execute an updated Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (Appendix C) as a condition of participation.

Access

Participants are required to self-monitor their temperature once daily prior to entering the Extraco Events Center. Anyone with a temperature below 99.5° F (37.5° C) may enter the facility.

Access will be limited to one designated gate and all occupants of the vehicle must have a signed Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement.

Anyone who exhibits COVID-19 symptoms or has been in contact with someone who has tested positive for COVID-19 within the last two weeks, cannot enter the competition grounds.

Participants are recommended to wear a facemask or face covering when not mounted on a horse.

**A participant may choose to wear a facemask or face covering when mounted on a horse and cannot be disqualified or penalized for doing so while competing.

Social Distancing/Participation Protocols

Comply with social distancing requirements at all times while at the Extraco Events Center. Wash hands often and adhere to other sanitization practices throughout the day.
Recommended Best Practices for Competition Organizers

The following Recommended Best Practices have been provided to assist Competition Organizers with determining risks and developing measures to mitigate those risks.

General Considerations

I. Consider limiting the number of entrances and exits to the venue to manage the number of individuals accessing the competition grounds.

II. Communication – Use radio, phone and online communication methods as much as possible and communicate important information frequently throughout the competition grounds.

III. Stall Displays, Sitting Areas, VIP and other social areas are prohibited unless social distancing requirements are enforced in accordance with all applicable federal, state and local regulations, requirements and orders as well as CDC guidelines as they relate to sporting events.

Considerations for Facilities, Staff, Medical Personnel, Service Providers & Volunteers

I. Cleaning/Sanitizing Locations

II. Provide hand sanitization stations with access to soap and water or alcohol-based hand sanitizer at each competition area and schooling/warm up area.

III. Provide hand sanitizer to all officials, ring crew, office staff and maintenance staff.

IV. Frequently sanitize surfaces touched by many: door handles, arena gates, wash racks and hoses, etc.

V. Ensure frequent cleaning and sanitizing of bathrooms, provide soap and water or alcohol-based hand sanitizer in bathrooms.

VI. Prohibit the use of public water fountains.

Competition Office

I. Strongly encourage all competitors to complete entry forms, in their entirety, including having all requisite memberships in place, prior to entering competition office.

II. Strongly encourage that all entries, adds, scratches, feed & bedding orders, billing/invoicing are done electronically.

III. Install clear plastic, glass or other type of protective shield/barrier in front of office staff.
(Competition Office continues)

IV. Provide hand sanitizer near the door.

V. Provide an ‘in’ door and an ‘out’ door, if possible.

VI. Provide markers to delineate 6 feet spacing between people in the office and in any waiting lines (e.g., markers on floor).

VII. Prepare and email competitor bills as early as possible.

VIII. Establish appointment times for checkout at the competition office.

Service Providers and Vendors

Advise any service providers (e.g. vendors, food-service, farrier, feed suppliers, tack and supply trailers) to take precautions in accordance with federal, state, local and facility regulations and CDC guidelines.

Competition, Schooling and Exercise Arena Considerations

I. Utilize posted orders of go and/or published ride times including online orders of go and ride times.

II. At venues with multiple competition arenas, consider designating one arena as primary where assigned times and/or orders of go take precedence.

III. Consider scheduling course walks as necessary to comply with social distancing requirements (e.g., schedule small groups in separate sections).

IV. Restrict the number of people accompanying a horse to the competition area to those persons who are needed for safety or for achieving effective competition, but they all must comply with social distancing requirements.

V. Schooling, make up, staging and exercise arena provisions:
   a. Provide monitors to ensure compliance with requirements and best practices.
   b. Schooling jumps - Provide sanitizing items (spray bottles, wipes) at each competition arena and schooling/warm-up area and advise individuals to wear gloves while handling the jumps and to wipe down jump equipment after use.
   c. Determine equine/livestock/human capacity in relation to the area and restrict access to a limited number in order to maintain social distancing requirements.

VI. In classes where participants compete collectively, determine and communicate to participants, the maximum number of animals permitted in each competition arena at one time based on the size of the competition arenas and social distancing requirements.
(Competition, Schooling and Exercise Arena Considerations continues)

VII. Communicate with participants if classes will be divided and held in one or more sections.

VIII. Consider utilizing technology for information transfer to mitigate the risk of virus spread by the manual transfer of paper (i.e. judge’s cards, scoresheets, etc.).

IX. Create a method of giving ribbons and trophies that reduces or eliminates hand-to-hand contact.

Stalling Considerations

I. Restrict access to the stalling areas to participants, veterinarians, athletes, officials, grooms, trainers and other essential personnel.

II. Remind all personnel in the stabling areas to comply with all best practices and guidelines in effect at the competition.

III. Provide hand sanitization stations in the stabling area and encourage stable personnel to use frequently.
Appendix A
MINIMUM STANDARD HEALTH PROTOCOLS

☑ CHECKLIST FOR ALL INDIVIDUALS

The following are the minimum recommended health protocols for all individuals in Texas. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

Health protocols for individuals:

☑ Maintain at least 6 feet separation from other individuals not within the same household. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.

☑ Self-screen before going into a business for any of the following new or worsening signs or symptoms of possible COVID-19:
  ☐ Cough
  ☐ Shortness of breath or difficulty breathing
  ☐ Chills
  ☐ Repeated shaking with chills
  ☐ Muscle pain
  ☐ Headache
  ☐ Sore throat
  ☐ Loss of taste or smell
  ☐ Diarrhea
  ☐ Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
  ☐ Known close contact with a person who is lab confirmed to have COVID-19

☑ Wash or disinfect hands upon entering a business and after any interaction with employees, other customers, or items in the business.

☑ Consistent with the actions taken by many individuals across the state, consider wearing cloth face coverings (over the nose and mouth) when entering a business, or when within 6 feet of another person who is not a member of the individual's household. If available, individuals should consider wearing non-medical grade face masks.

☑ Individuals aged 65 or older are at a higher risk of COVID-19. To the extent possible, avoid being within 6 feet with individuals aged 65 and older. Individuals aged 65 and older should stay at home as much as possible.

☑ Avoid being in groups of more than 5 individuals.
Appendix B
Symptoms of Coronavirus (COVID-19)

Your symptoms can include the following:

Fever

If you have COVID-19, you may have mild (or no symptoms) to severe illness. Symptoms can appear 2-14 days after you are exposed to the virus that causes COVID-19.

Cough

Seek medical attention immediately if you or someone you love has emergency warning signs, including:

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion or not able to be woken
- Bluish lips or face

This list is not all inclusive. Please consult your medical provider for any other symptoms that are severe or concerning.

Shortness of breath

cdc.gov/coronavirus
Stop the Spread of Germs

Help prevent the spread of respiratory diseases like COVID-19.

Avoid close contact with people who are sick.
Cover your cough or sneeze with a tissue, then throw the tissue in the trash.

Avoid touching your eyes, nose, and mouth.
Clean and disinfect frequently touched objects and surfaces.

When in public, wear a cloth face covering over your nose and mouth.

Stay home when you are sick, except to get medical care.

Wash your hands often with soap and water for at least 20 seconds.

cdc.gov/coronavirus
Appendix C
# Self-Isolation/Self-Quarantine Directives

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<thead>
<tr>
<th>If you...</th>
<th>Steps to take...</th>
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<tbody>
<tr>
<td>If you or someone in your home might have been exposed</td>
<td><strong>Self-Monitor</strong></td>
</tr>
<tr>
<td>Be alert for symptoms. Watch for <strong>fever, cough, or shortness of breath</strong>.</td>
<td></td>
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<tr>
<td>• Take your temperature if symptoms develop.</td>
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<tr>
<td>• Practice social distancing. Maintain 6 feet of distance from others, and stay out of crowded places.</td>
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<tr>
<th>If you...</th>
<th>Steps to take...</th>
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<tbody>
<tr>
<td>• Recently had close contact with a person with COVID-19, or</td>
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<tr>
<td>• Recently traveled from somewhere outside the U.S. or on a cruise ship or river boat</td>
<td><strong>Self-Quarantine</strong></td>
</tr>
<tr>
<td>• Check your temperature twice daily and watch for symptoms.</td>
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<tr>
<td>• Stay home for 14 days and self-monitor</td>
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<tr>
<td>• If possible, stay away from people who are high-risk for getting very sick from COVID-19.</td>
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<tr>
<th>If you...</th>
<th>Steps to take...</th>
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<tbody>
<tr>
<td>• Have been diagnosed with COVID-19, or</td>
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<tr>
<td>• Are waiting for test results, or</td>
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<tr>
<td>• Have symptoms such as cough, fever, or shortness of breath</td>
<td><strong>Self-Isolate</strong></td>
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<tr>
<td>• Stay in a specific “sick room” or area and away from other people and animals. If possible, use a separate bathroom.</td>
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EXTRACO EVENTS CENTER AND HEART O’ TEXAS FAIR & RODEO
WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK 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 the McLennan County Fair, Inc. d/b/a Heart O’ Texas Fair & Rodeo and the Extraco Events Center, (collectively, “HOTFAIR”), 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 persons (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 the McLennan County Fair, Inc, Heart O’ Texas Fair & Rodeo and the Extraco Events Center of Waco, Texas, McLennan County, Texas and their respective present and former officers, directors, members, council members, commissioners, 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 (i) 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 Texas Deceptive Trade Practices Act (“DTPA”); (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, persons wearing video equipment mounted to safety helmets and/or vests 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, ACQUITS 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 guests, 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, the 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 PHOTOGRAPHED, VIDEOED or INTERVIEWED in connection with the Activities. The undersigned understands that any such photograph, video 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.

6. PROVISIONS APPLICABLE IF PARTICIPANT IS A MINOR:

If Participant is a minor, such minor’s undersigned Parent/Guardian hereby represents and warrants that he/she is the PARENT/LEGAL GUARDIAN of the Participant, and that he/she has the full power, authority, capacity and right, without limitation, to enter into, execute, deliver and perform this Release of Liability-Indemnity Agreement.

As further inducement to HOTFAIR 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 Texas, and that jurisdiction and venue for resolution of any dispute regarding this Agreement shall lie in State District Courts in McLennan County, Texas. 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.

Printed Name  Date  Print Parent/Guardian Name if Participant is a Minor

Signature  Date  Signature of Parent/Guardian if Participant is a Minor