

AGREEMENT FOR PARTICIPANTS AND/OR VOLUNTEER'S RELEASE, DISCHARGE, ACCEPTANCE OF RESPONSIBILITY, AND ACKNOWLEDGEMENT OF RISKS

RELEASE FROM ANY EVENT AND/OR OTHER ACTIVITIES
WASHINGTON COUNTY FAIR ASSOCIATION

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS
YOU MUST READ AND UNDERSTAND IT BEFORE INITIALING OR SIGNING IT

NAME: _____ DATE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER(S): _____

If under the age of 18, you must furnish your birth date: _____

I, the above named person, being above the age of 18, or the legal guardian of the above named person who is under 18, in consideration of the right, license, and/or permission to engage in activities as a participant and/or volunteer/any or guest in the Washington County Fair Association's events hereby acknowledge, agree, promise and covenant with, release and discharge Washington County Fair Association, and other sponsors, their agents, employees, family members, committee members, officers, and/or directors (hereinafter collectively called "the Released Parties") on behalf of myself and, as applicable, any above named person under 18 years of age, our heirs, assign, personal representatives, and estate as follows:

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS

In consideration for being allowed entry into and participation in activities (the "Event" associated with the Washington County Fair Association (WCFA), I RELEASE and INDEMNIFY WCFA, their present and former officers, directors, members, staff and agents, from all claims that may accrue to me as a result of entry into or participation in the Event, and/or the WCFA. I further acknowledge and understand that I will be held liable and responsible for any and all damage to livestock, vehicles, property, and/or improvements to property caused by me and/or any persons, including minor(s) under my care and control arising from or related to my entry or participation in the Event and/or the WCFA.

RELEASE FROM LIABILITY

In consideration described in this agreement, I hereby RELEASE and WAIVE any claim against WCFA, their present and former officers, directors, members, staff and agents for damages or injuries arising from or related to my entry or participation in the Event and/or the WCFA, and agree not to sue the WCFA for sue damages or injuries. I further agree that the WCFA shall not BE liable to me, my family, or my guests, for personal injury, property damages, or any other losses arising from or related to my entry or participation in the EVENT and/or the WCFA, I understand this Release and Indemnity Agreement shall be binding on my heirs, executors, successors and assigns. This release agreement includes, but is not limited to losses caused by any of the following: NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENCE PER SE, and/or STRICT LIABILITY, of WCFA, acts under the Texas Deception Trade Practices Act ("DPTA") or acts of any other persons or guests, theft, burglary, assault, crimes, fire, water, wind, rain, smoke and/or risks and hazards associated with my entry into or participation in the Event and/or WCFA, including, but not limited to, the general conditions at the Event and/or WCFA, animals both wild and domestic that may be diseased and/or potentially dangerous, persons with firearms, both on or off of the premises of the EVENT and/or the WCFA, and the driving or riding in any vehicles, whether belonging to WCFA or any other persons.

I further agree, promise and covenant not to sue or assert or otherwise maintain or assert, any type of claim against the released parties for any injury, death, illness or disease, or damage to myself or to my property or the property of third parties, arising from or connected with my participation in this activity or from any claim asserted against me by spectators or other third parties. In signing this document, I fully recognize that if anyone is hurt or killed or property is damaged while I am engaged in this activity, I will have no right to make a claim or file a lawsuit against the released parties even if the released parties or any of them negligently caused the bodily injury or property damages.

My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms.

Signature of Participant _____ Date _____

If under 18, signature of Parent or Guardian _____ Date _____