

BRAZORIA COUNTY FAIR
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration, the receipt and sufficiency of which is hereby acknowledged, for allowed entry into and participation in activities (the "Activities") associated with the Brazoria County Fair Association ("BCFA"), 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 recognized 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. **RELEASE FROM LIABILITY:** The undersigned hereby RELEASES, ACQUITS AND FOREVER DISCHARGES, and shall DEFEND, INDEMNIFY AND HOLD HARMLESS BCFA, its subsidiaries and affiliates and their present and former directors, officers, employees, agents, and representatives and the respective heirs, administrators, executors, successors and assigns (collectively, the BCFA Parties or individually, an "BCFA Party") from any and all claims, causes of action, suits and/or demands for personal injury, death or property damage, accrued or to accrue in the future, known or unknown relating to or arising out of any negligent, grossly negligent and/or intentional or unintentional acts of the part of the undersigned in connection with his/her entry into and participation in the Activities. Without limiting the forgoing, the undersigned agrees that the BCFA Parties shall not be liable to him/her, his/her family, heirs, administrators, executors or assigns for Claims arising from or related to the undersigned's entry into and participation in the Activities.

3. **AGREEMENT TO DEFEND, INDEMNIFY AND HOLD HARMLESS:** The undersigned agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES AGAINST THE CONSEQUENCES OF THE RELEASED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS; provided, however, that the duty of the undersigned to defend, indemnify and hold harmless the Released Parties shall extend only to Claims arising directly or indirectly from the Participant's entry into and participation in the Activity. 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 Parties for Claims asserted against them.

4. **PHOTOGRAPH/INTERVIEW:** The undersigned GRANTS PERMISSION for Participant to be PHOTOGRAPHED (including videotape) and/or INTERVIEWED in connection with the Activity. The undersigned understands that any such photograph, video, or interview may be used by the Released Parties in television, film, video, visual, 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 and/or interviews by the Released Parties or any media.

5. As further inducement to BCFA to permit the Participant's entry into the participation in the Activity, the undersigned represents that he/she understands that this a complete and final release agreement, that he/she is freely and voluntarily entering into this Agreement, and that no representations, promises, or statements made by any Released Party has influenced the undersigned in causing him/her to sign this Agreement.

6. The Undersigned certifies that He/She has read, understands, and will abide by all the rules and regulations of the Brazoria County Fair Association.

Signature - Exhibitor/Participant	Date	Name Printed
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If the person on whose behalf this Agreement is being executed is a minor, a parent or legal guardian must also execute this Agreement.

Signature – Parent/Guardian	Date	Name Printed
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Relationship to Minor

Sworn and subscribed before me this ____ day of _____, 20____

Notary Public

(Stamp)