RELEASE AND INDEMNIFICATION

I

Definitions

As used in this agreement, the terms defined below shall have the following respective meanings, unless the context otherwise requires:

"RFA" means the Rockdale Fair Association, Inc. and includes its agents, servants, officers, directors and employees, successors, transferee, members, affiliates and assigns and all other persons, firms, sanctioning organizations and entities for whose conduct the entity named in this definition may be legally responsible.

"Participant" means __________________________________________ (child’s name).

"Event" means the Children's Pageant and other related activities held in conjunction with RFA on Saturday, October 12, 2019 and Saturday, October 19, 2019.

"All Claims" means all claims now existing or those that may arise in the future, damages and causes of action for all existing and future damages and remedies that may arise out of the Event. Under this definition, "All Claims" includes all claims, demands and causes of action of any nature, whether in contract or in tort or arising under or by virtue of any statute or regulation, for damages arising out of the Event and for all other losses and damages of any kind arising out of the Event, including the following: actual damages, exemplary and punitive damages, penalties of any kind, attorneys' fees, costs and prejudgment and post-judgment interest. This definition includes all elements of damages, all remedies and all claims, demands and causes of action recognized by law or that may be created or recognized in the future by any manner, by statute, regulation, administrative or judicial decision.

“Consideration” means the participation of Participant in the Event, together with all the promises, agreements and representations set forth below.

II

The Agreement

The undersigned, __________________________________________ (parent’s name) is the parent or guardian of __________________________________________ ("Participant") and agrees as follows:

1. For the Consideration, I, __________________________________________ (parent’s name) consent to the participation of Participant in the Event and RELEASE, ACQUIT AND FOREVER DISCHARGE RFA from All Claims that may accrue to the Participant.

2. I agree to indemnify, defend and hold RFA harmless from any claims, actions or liability asserted against RFA by the Participant that arises out of the Event or as defined under "All Claims." I agree that this indemnity includes all costs, expenses and legal fees incurred by RFA.

3. For the same Consideration, I grant permission for the Participant to be photographed or interviewed in connection with the Event, I understand that any such photograph or interview may be used by television, film, video, visual, graphic or printed media to demonstrate the nature of the Event and to further the aims of the Event. The Release and Indemnity granted shall include any claim or cause of action related to the usage of such photographs or interviews by RFA.

This Agreement shall be binding on the heirs, executors, successors and assigns of the undersigned and will be governed by the law of Texas. It is further agreed that any dispute arising from this Release and Indemnity Agreement shall have exclusive and mandatory jurisdiction and venue in Milam County, Texas.

EXECUTED this _____ day of October, 2019.

________________________________________
(Signed Name of Parent or Guardian)

________________________________________
(Printed Name of Parent or Guardian)