

East Texas State Fair

East Texas State Fair (a division of The Park of East Texas) 2021 Stipulations & Indemnification

All Exhibitors, Sponsors, Livestock exhibitors, Contractors, Employees, Vendors, and Entertainers are required to enter into a written agreement with ETSF. In the event of a conflict between the written agreement and the Rules & Regulations as detailed here, the written agreement will apply. The East Texas State Fair (hereafter referred to as "ETSF")- in its sole and absolute discretion- reserves the right to interpret these Rules and Regulations ("Rules") and to settle and determine all matters, questions, or differences in regards, thereto, or otherwise arising out of, connected with, or without incident to the annual ETSF. ("ETSF" further reserves the right to determine- in its sole and absolute discretion- any unforeseen matters or controversies not covered by these Rules- as written and amended from time to time, and without further notice.)

Competitive Events exhibitor's agrees to indemnify, hold harmless, and defend the ETSF, it's officers, agents, and employees- from and against- all liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons; diseases; bacterial infections such as E. coli and viral infections such as COVID, including death, property damage; including loss of use, and expenses; including court costs and attorney's fees, and other reasonable costs occasioned by the **exhibitor's** occupancy or use of the premises and/or activities conducted in connection with (or incidental to) this lease and arising out of or resulting from the negligent or intentional acts, or omissions of **exhibitor**, its officers, agents or employees; including: all such causes of action based on common, constitutional, or statutory law, OR based upon the negligent or intentional acts or omission of **exhibitor**, its officers, agents, employees or visitors.

- **Exhibitor** further understands that the indemnity provided hereunder shall extend to and does apply to the negligent acts or omissions of ETSF, its officers, agents, and employees. **Exhibitor** expressly agrees to indemnify ETSF, its officers, agents, and employees in any matter arising from or occasioned by **exhibitor's** occupancy or use of the premises and/or activities conducted in connection with negligent acts or omissions of ETSF, its officers, agents, or employees.
- **Exhibitor** further agrees that it shall at all times exercise **reasonable** precautions for the safety of its officers, agents, employees, customers, and visitors, as well as their property, while in or on the premises of the ETSF. It is expressly understood that ETSF shall not be liable or responsible for the negligence of **exhibitor**, its agents, servants, employees, customers, or visitors. Provided, however, that nothing herein shall be construed to create a duty owned by **exhibitor** to third persons where no such duty exists by law.
- ETSF assumes no responsibility or liability for harm, or any damaging events which are directly or indirectly attributable to premises or equipment in improvements constructed or placed by **exhibitor** which may exist, or which may hereafter arise upon the premises any and all such defects; including: construction or equipment being expressly waived by **exhibitor**. **Exhibitor** understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions, whatsoever, based upon or arising from any such premise defects or conditions, but solely to the extent caused by the negligent or intentional acts or omissions of **exhibitor**; including, but not limited to: any such claim asserted by or on behalf of **exhibitor** or any of its members, agents, employees, customers, or visitors.
- Under Texas Law (Chapter 87, Civil Practice and Remedies Code), a livestock show sponsor is not liable for any injury to or the death of a participant in a livestock show resulting from the inherent risks of livestock show activities.
- It is mutually agreed and made a part of this contract that all East Texas State Fair /Park of East Texas Rules and Regulations, all City of Tyler, Smith County and State of Texas ordinances must be complied with at all times, without exception.

The undersigned has read and voluntarily signs this release and waiver of liability and indemnity agreement. If under 18, signature or individual and parent or guardian is required. In so signing, the parent or guardian accepts full and complete responsibility of above listed waiver of liability and indemnity agreement. Upon signing, I hereby make application to enter as a livestock exhibitor and am subject to the rules and regulations as published in the Livestock Catalog, all of which I (we) have read and agree to as provisions contained as part of this contract.

Exhibitor Signature

Parent/Guardian Signature

Date