

## ASSUMPTION OF RISK AND RELEASE OF LIABILITY

DATE: \_\_\_\_\_

TO: **SOUTHWESTERN EXPOSITION AND LIVESTOCK SHOW (“SWELS”),  
EVENT FACILITIES FORT WORTH, INC., MULTIPURPOSE ARENA FORT  
WORTH, THE CITY OF FORT WORTH, TEXAS, AND EACH OF THE  
AFOREMENTIONED PARTIES’ RESPECTIVE AFFILIATED COMPANIES,  
PARTNERS, MEMBERS, MANAGERS, SUCCESSORS, ASSIGNS, HEIRS,  
LEGAL REPRESENTATIVES, DEVISEES, OFFICERS, DIRECTORS,  
SHAREHOLDERS, EMPLOYEES, VOLUNTEERS, OFFICIALS,  
PARTICIPANTS, SPONSORS, ADVERTISERS, AND AGENTS  
(COLLECTIVELY, THE “RELEASED PARTIES”)**

In consideration of SWELS granting me permission to participate in the 2024 Commercial Exhibitor Show (the “**Show**”) and to enter the related facilities, booth, grounds, premises, and property (the “**Site**”), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree to the following statements and conditions:

(a) I acknowledge that I will be exposed to crowds and to other individuals while participating in the Show and present at the Site. I acknowledge that this exposure may place me at risk for exposure to or contraction of or spreading contagious or communicable diseases, illnesses, and viruses spread by people or animals. I acknowledge that this risk exists despite any precautions taken by the Released Parties.

(b) In particular, I acknowledge that the novel coronavirus (“COVID-19”) is extremely contagious. I agree that: (i) I will not travel internationally or travel to an area in the United States that has been highly-impacted by COVID-19 within 14 days of the Show or during the Show; (ii) if I experience symptoms recognized by the Centers for Disease Control and Prevention as symptoms of COVID-19 or any other contagious or communicable disease or virus within 14 days of the Show or during the Show, I will not participate in the Show; (iii) if I am diagnosed with, or I am exposed to a person with a confirmed or suspected case of, COVID-19 or any other contagious or communicable disease or virus, I will not participate in the Show unless I have subsequently tested negative for the contagious or communicable disease or virus and I am cleared by a medical doctor for participation in the Show. I will adhere to SWELS’s policies and guidelines, any guidelines or recommendation issued by the owners or managers of the Site, and the then-prevalent and applicable social distancing guidelines. By signing this Assumption of Risk and Release of Liability, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 or any other contagious or communicable disease or virus by entering the Site and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

(c) I understand and agree that the Site is the location of the Show and thus possesses potential risks, including, without limitation, risks to COVID-19 exposure and risks to my health, safety, and well-being that do not exist in the ordinary property or workplace. **I therefore assume any and all risks associated, arising from, or involved with, the Show, the Site or any activities on or around the Site, including any risk of death, illness, disability, or personal or bodily injury to me, and I WAIVE and RELINQUISH, COVENANT NOT TO SUE, and fully RELEASE and forever DISCHARGE the Released Parties from any and all claims that I may have against the Released Parties, which may arise as a result of or in connection with the Show, the Site or any use or activities on or around the Site (“Personal Claims”), EVEN IF SUCH PERSONAL CLAIMS MAY BE CAUSED BY OR ATTRIBUTED TO, IN WHOLE OR IN PART, THE SOLE, CONTRIBUTORY, OR**

**CONCURRENT NEGLIGENCE OF ANY RELEASED PARTY OR FROM CLAIMS BASED ON STRICT LIABILITY OR PREMISES LIABILITY.**

**FURTHERMORE, I AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, LAWSUITS, LOSSES, COSTS, CAUSES OF ACTION AND DAMAGES OF ANY KIND ORIGINATING OR IN ANY WAY ARISING FROM MY PARTICIPATION IN THE SHOW, MY PRESENCE AT THE SITE OR ANY ACTIVITIES ON THE SITE INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS RELATED TO THE EXPOSURE OF COVID-19, EVEN IF SUCH PERSONAL CLAIMS MAY BE CAUSED BY OR ATTRIBUTED TO, IN WHOLE OR IN PART, THE SOLE, CONTRIBUTORY, OR CONCURRENT NEGLIGENCE OF ANY RELEASED PARTY OR FROM CLAIMS BASED ON STRICT LIABILITY OR PREMISES LIABILITY.**

(c) It is understood and agreed that this Assumption of Risk and Release of Liability will be subject to the application of the laws of the State of Texas. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the assumption of risk or waiver of liability set out above, that such legal limitations are made a part of the assumption of risk or waiver of liability and shall operate to amend the assumption of risk or waiver of liability to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and so modified, the assumption of risk or waiver of liability shall continue in full force and effect.

(d) I understand that this document has important legal consequences and I represent that I can either read the English language or that I have had this document read to me by someone who does, and I fully understand the meaning and accept the consequences of all of the provisions of this document.

NAME OF BOOTH: \_\_\_\_\_

NAME OF EMPLOYEE: \_\_\_\_\_

EMERGENCY CONTACT OF EMPLOYEE: \_\_\_\_\_

Relationship to employee/laborer: \_\_\_\_\_

Phone of Emergency Contact: (    )    -    .

Signature OF EMPLOYEE OR LABORER:

\_\_\_\_\_ Printed Name: \_\_\_\_\_

Witness to signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

