

STATE OF KANSAS/KANSAS STATE FAIR BOARD

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to enter the Kansas State Fairgrounds (including but not limited to roads, streets, parking areas, surfaced areas indoors and outdoors, all walkways, and other areas appurtenant to any area where activity shall take place), EXCLUDING RESTRICTED AREAS, THE UNDERSIGNED HEREBY RELEASES, WAIVES, and DISCHARGES the State of Kansas, Kansas State Fair Board and its employees, any subdivision of the Board, any lessees of the Board, including lessees' officers and employees (herein referred to as "releasees"), from all liability to the undersigned, his or her personal representatives, assigns, heirs, and the next of kin for any and all loss or damage, and any claim, or demands therefore on account of injury to the person or property or death of the undersigned, whether caused by negligence of the releasees or otherwise while the undersigned is engaged in any activity while on the premises known as the Kansas State Fairgrounds.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees from any loss, liability, damage or cost, including attorneys fees, that may occur in any way related to the presence of the undersigned upon the Kansas State Fairgrounds, or while engaging in any activity, or participating in an event, THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGE, due to the negligence of releasees while on the Kansas State Fairgrounds, and engaging in any activity, or participating in an event. THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Kansas. If any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND THAT I ASSUME ALL INHERENT RISK. I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS.

Please complete the following:

Name: _____

Address _____

City/State/Zip: _____

Signature: _____

Date of signature: _____

Name of Organization or event type: _____

Date requested (event date): _____

Please read and sign this form and return along with your signed rental contract to the Kansas State Fair.