Northwestern Michigan Fair

RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

In consideration of participating in _____ [activity](examples being: Horse shows, dog shows, animal clinics, Fair Week, Screams in the Dark, etc.), and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence **Northwestern Michigan Fair** [name of insured business] and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (here-inafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that _____ [activity] (see examples listed in previous paragraph) involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, [actions that might result in injury]; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

2. I voluntarily assume full responsibility for any risk, known or unknown, of loss, property damage or personal injury, including permanent disability or death and/or exposure to illness or disease (communicable or otherwise), that I may sustain, or any loss or damage to my property, as a result of my engagement in the activities and/or by entering the applicable premises, whether due to the active or passive negligence of the Releasees, negligence, fault or misconduct of any kind on my part, or otherwise. I acknowledge that an inherent risk of exposure to COVID-19 (or other communicable or contagious disease or illness) exists in any public place where people are present. By visiting any premises contracted with or utilized by the Releasees, I voluntarily assume all risks related to exposure to COVID-19 and/or any other contagious or communicable illness or disease. I hereby consent to permit the Northwestern Michigan Fair to take such steps as it or its subcontractors or providers deem appropriate to minimize risk, including but not limited to having my temperature checked. I certify that I have not in the past fourteen (14) days (a) been asked to self-quarantine; (b) returned from international travel (outside of the United States); (c) knowingly had contact with any person diagnosed with COVID-19 or being evaluated for COVID-19; or (d) had a fever of 100.4 degrees or higher or any other symptoms of COVID-19. Participant agrees to socially distance (at least 6-feet) to the greatest extent possible while participating in the Activities.

3. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.

7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

_____ _____

Signature **Print Name**

_____

Address: **City/State/Zip:** **Phone Number:**

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

_____
Date

In consideration of _____(PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian Print Name /Date _____
(If notarization is necessary, please sign & stamp this side of form.)