# **Club Challenge** 2024 Club Challenge Entry Form

Sunday, March 17 - 6 p.m. Entry Fee: \$30/club Entry Deadline: Thursday, March 6, 2024 by 4 p.m. Entries are limited to 12 clubs—first 12 teams to enter will be able to compete Club Name: \_\_\_\_\_\_ City: School (if applicable): Contact Name: \_\_\_\_\_\_ Contact Phone Number: \_\_\_\_\_ Sponsor Name (Optional): (All team members must be between the ages of 8 and 18 as of January 1, 2024) Team Member's Names: \_\_\_\_\_

Please attach a release form for each child participating or they will not be able to compete in the challenge. If you would like, you can send a form for an alternate child in case someone has to cancel.

Office Use Only			
Cash Check			
Amount: \$			
Date:			

Mail Entry Form, Fee & Release to: Wharton County Youth Fair P.O. Box 167 Glen Flora. Texas 77443



## Club Challenge Rules & Information Sheet Sunday, March 17, 2024

Wharton County Youth, representing different clubs throughout Wharton County, will participate in a variety of fun events in which each team will compete to win prize money to help support their club. Clubs must be non-profit.

It will just be fun games such as Wheelbarrow race, sponge race, sack race, etc. All action will take place in the Johnson Arena at the Wharton Co. Youth Fair Grounds on Sunday, March 17th.

Each club team consists of 6 youth members between the ages of 8 – 18. Entry will be \$30.00 per club. Clubs may obtain sponsorship from local businesses (they will receive recognition at the event), they can be sponsored by their club, or a group can enter to support a club. Only one team per club will be allowed.

Winning team will be awarded \$75, second place team \$50 and third place team \$25.

### There will also be a \$100.00 cash prize for the club with the loudest/biggest cheering section!

#### NO AIR HORNS will be allowed!

Bring your bells, whistles, drums and lots of people! Come dressed to have fun and get dirty.

This is open to ANY non-profit club or organization in Wharton County! It is NOT just limited to 4H or FFA groups. The Lions club could sponsor a group of participants or any school organization (FCCLA, Spanish Club, Interact Club, etc.). Boy or Girl Scouts., church youth groups. Come join the fun!

#### 2024 WCYF RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in activities (the "Activities") associated with the Wharton County Youth Fair & Exposition, the undersigned hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement) as of the date set forth below.

<u>ACKNOWLEDGMENT OF RISKS</u>: The undersigned recognizes and understand that there are risks associated with their participation in the Activities including, but not limited to, bodily injury or death to persons and damage to property. The undersigned further acknowledges and understands that they and/or any persons (including, but not limited to, minors) under their care and control, and that arise out of, or are related to, the undersigned's entry into and participation in the Activities.

**APPLICABILITY AND SCOPE OF RELEASES AND INDEMNITIES:** for purposes of this Agreement, "Claims "shall mean any past, present and future claims, losses, costs, expenses, liabilities, demands, or causes of action, and costs of defense or settlement (including, without, limitations, attorneys' free and court regardless of whether the Claims to be release, waived, or indemnified against arise, or are alleged to arise, from (i) NEGLIGENCE(WHETHER SOLE, JOINT OR CONCURRENT), Gross NEGLIGENCE, NEGLI-GENCE PER SE, and/or STRICT LIABILTY, of the Wharton County Youth Fair & Exposition or its present and former officers, directors, members, subsidiaries, affiliates, employees, volunteers, staff, and/or agents and any other person, firm or corporation bound to defend or pay judgments against them (the "Released Parties"); (ii) personal injury, death or property damage; (iii) acts under the Texas Deceptive Trade Practices Act ("DTPA"); (iv) acts of any other persons or guests; (v) theft, burglary, assault, or other crimes; (vi) fire, water, wind, rain and/or smoke and/or (vii) any other risks and hazards associated with the undersigned's entry into and participation in the Activities, including, but not limited to, the general conditions at the Activities, animals both wild and domestic that may be diseased and/or potentially dangerous, persons with firearms both on and off the premises used in connection with the Activities, and the driving or riding in any vehicles, whether belonging to Released Parties or to other persons.

**RELEASE FROM LIABILITY:** The undersigned hereby RELEASES, ACQUITS AND FOREVER DISCHARGES, and WAIVES any and all Claims against any of the Released Parties that arise from or relate to their entry and participation in the Activities- including, but not limited to, the types of claims enumerated in Parties shall not be liable to them, their family, or their guests, for personal injury, property damage, or any other Claims arising from or related to the undersigned's entry into and participation in the Activities.

AGREEMENT TO INDEMNIFY AND HOLD HARMLESS: The undersigned agrees to INDEMNIFY and HOLD HARMLESS the Released Parties against any and all Claims arising from or related to the undersigned's entry and participation in the Activities – including, but not limited to, the types of Claims enumerated in minors under their care and control and/or his or her parent/guardian, and for any Claims asserted by, through or under the undersigned, arising from or related to the undersigned entry into and participation in the Activities- including, but not limited to, the types of Claims enumerated in Paragraph 2. As used herein, "INDEMNIFY "means to agree to assume the Released Parties' liability in a situation, thereby relieving them of responsibility, and/or reimbursing the Released Party for Claims asserted against them.

**PHOTOGRAPH INTERVIEW RELEASE AND INDEMNITY AGREEMENT:** The undersigned GRANTS PERMISSION to be PHOTOGRAPHED or INTERVIEWED in connection with the Activities. The undersigned understands that any such photograph or interview may be used by the Release Parties or television, film video, visual, graphic or printed media. The undersigned agrees to RELEASE and INDEMNIFY the Released Parties with respect to any Claims related to the usage of such photographs or interviews by the Released Parties or any media – including, but not limited to, the types of Claim's enumerated in Paragraph 2.

As further inducement to the Wharton County Youth Fair & Exposition to permit the undersigned's entry into and participation in the Activities, the undersigned represents that they thoroughly and completely understand that this a complete and final release and indemnity agreement, that they are freely and voluntarily entering into this Agreement, and that no representations, promises or statements made by and Released Party, or any agent, attorney or other representative of any Release Party has influenced the undersigned in causing them to sign this Agreement.

The undersigned understands that this agreement shall be binding on their heirs, executors, successors and assigns, that the Agreement will be governed by the laws of Texas, and that jurisdiction and venue for resolution of any dispute regarding this Agreement shall lie in a Texas State Court in Wharton County, Texas. If any part of this Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of the Agreement. The undersigned agrees to the terms and conditions above, and acknowledges receipt of the Agreement.

Note: Signature of Parents and Contestant MUST BE THEIR OWN. <u>If exhibitor is 18 years or younger Parent/Guardian must</u> <u>sign!</u>

Exhibitor/Participant	Date	Name Printed	
Signature – Parent/Guardian	Date	Name Printed	Relationship to minor