

Wharton County Youth Fair
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") hosted on the Wharton County Youth Fairgrounds, the undersigned hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement") as of the date set forth below.

1. **ACKNOWLEDGMENT OF RISKS:** 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.
2. **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' fees and court costs regardless of whether the Claims to be released, waived, or indemnified against arise, or are alleged to arise, from (i) NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), Gross NEGLIGENCE, NEGLIGENCE PER SE, and/or STRICT LIABILITY, 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.
3. **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.
4. **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 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.

As further inducement to the undersigned's entry into and participation in the Activities on the fairgrounds, the undersigned represents that they thoroughly and completely understand that this is 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 any Released Party, or any agent, attorney or other representative of any Released 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.

(over)

2021 Addendum

COVID-19 WARNING: The novel coronavirus commonly known as COVID-19 and SARS-CoV-2 (the "Virus") has been declared a worldwide pandemic by the World Health Organization. An inherent risk of exposure to the Virus exists in any public place where people are present, including participation in the activities or use of the facilities. The COVID-19 Virus is an extremely contagious disease that can lead to potentially life-threatening illness and even death. According to the Centers for Disease Control and Prevention (CDC), senior citizens and person with underlying medical conditions are especially vulnerable. The state of medical knowledge is evolving, but the Virus is believed to spread mainly from person-to-person contact as between persons who are in close contact with one another (within about 6 feet), through respiratory droplets produced when an infected person coughs, sneezes or talks, and some recent studies have suggested the Virus may be spread by people who are not showing symptoms. There is also some indication that it may be spread by contact with recently contaminated surfaces and objects. There is no known vaccine for the Virus, and studies are currently underway but not completed to determine a treatment or cure.

I understand and acknowledge that participating in the activities and use of the facilities will require me and my family members to comply with all health and safety order, rules and guidelines related to the Virus promulgated by the State of Texas, County of Wharton, CDC and the WCYF. Without limiting the foregoing, I agree that my family members and I will wear a face mask, wash hands frequently, use hand sanitizer and antibacterial wipes, maintain social distancing and submit to non-invasive body temperature measurements if required. I agree and acknowledge that if I or any of my family members present a body temperature above 100.4-degree Fahrenheit, we will not be permitted onto the fairgrounds or be allowed to participate in the activities at the facilities.

I understand and acknowledge that participation in the activities or use of the facilities may expose me to contact with one or more person who have been infected with and/or exposed to the Virus. I further understand that my participation in the activities or use of the facilities may expose me to contact with surfaces or objects that contain the Virus and may serve as a means for transmission of the Virus to those who participate in the activities or use the facilities. Based on the foregoing, I understand that my participation in the activities or use of the facilities may expose me, along with others whom I may come in contact after I leave the activities, to a risk of infection with the Virus, which may cause significant and serious illness and/or death. I understand that personal protective equipment (PPE) designed to reduce the chances of exposure to or infection with the Virus may not be readily available at the facilities for my participation in the activities, and that the use of PPE may in any event not fully protect against or mitigate the risks posed by my participation in the activities or use of the facilities. I understand and agree that WCYF may not, and is under no legal duty, to provide me with any PPE.

I HAVE READ AND UNDERSTAND the above warning concerning the Virus. I hereby choose to accept the risk of contracting the Virus in order to use the facilities and participate in the activities. My participation in the activities is of such value to me that I accept the risk of being exposed to contracting and/or spreading the Virus in order to participate in the activities in person.

Signature – Exhibitor/Participant

Date

Name Printed

Signature – Parent/Guardian

Date

Name Printed

The undersigned represents that he/she is the parent/guardian of the exhibitor above and that the signing parent/guardian has the legal right to enroll the child in this activity.