

**2023 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") 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' fee 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, 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 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.

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 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.

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