

2017 GRIMES COUNTY FAIR

RELEASE OF LIABILITY & INDEMNITY and DRUG CERTIFICATION AGREEMENT

All Exhibitors must sign before Entry become valid

(This form must be signed by Exhibitor and Parent /Legal Guardian)

As valid consideration for entry into and participation in activities (the "Activities") associated with the Grimes County Fair Association and its annual Grimes County Fair events (collectively, "GCFA") the undersigned hereby enter into this RELEASE OF LIABILITY & INDEMNITY and DRUG CERTIFICATION AGREEMENT (this "Agreement").

ACKNOWLEDGEMENT OF RISKS. The undersigned recognize and understands there are risks associated with entry into and participation in the Activities including, but not limited to, bodily injury or death, and damage to property or privacy rights. The undersigned further acknowledge that they will be liable for all damage to person, livestock or property that is caused by them or any person (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.

UNDER CHAPTER 87, TEXAS CIVIL PRACTICE AND REMEDIES CODE, A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES. A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES.

RELEASE OF LIABILITY / AGREEMENT TO INDEMNIFY AND HOLD HARMLESS.

The undersigned hereby RELEASE, ACQUIT AND FOREVER DISCHARGE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS GCFA, their present and former directors, officers, employees, agents, and representatives and their respective heirs, administrators, executors, successors and assigns and any other person, firm or entity (collectively, the "GCFA Parties" or individually, a "GCFA Party") from any and all claims, causes of action, suits and/or demands for personal injury, death, or property damage, accrued or to accrue in the future, known or unknown, (collectively "Claims") relating to or arising out of any negligent, grossly negligent and/or intentional or unintentional acts on the part of the undersigned in connection with entry into and participation in the Activities. Without limiting the foregoing, the undersigned agree that the GCFA Parties shall not be liable to them, their family, heirs, administrators, executors or assigns for Claims arising from or related to the undersigned Exhibitor's entry into and participation in the Activities. THE UNDERSIGNED AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE GCFA PARTIES AGAINST THE CONSEQUENCES OF THE GCFA PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS; provided, however, that the duty of the undersigned to defend, indemnify and hold harmless the GCFA Parties shall extend only to Claims arising directly or indirectly from the undersigned Exhibitor's entry into and participation in the Activities. As used herein, "INDEMNIFY" means to agree to assume the GCFA Parties' liability in a situation, thereby relieving them of responsibility and/or reimbursing the GCFA Parties for claims asserted against them.

PHOTOGRAPHIC/INTERVIEW RELEASE AND INDEMNITY. The undersigned GRANT PERMISSION to be PHOTOGRAPHED or INTERVIEWED in connection with the Activities. The undersigned understand that photographs or interviews may be used by the GCFA for television, film, video, visual, or printed media. The undersigned RELEASE and INDEMNIFY GCFA for any Claims related to photographs or interviews by the GCFA or any media.

DRUG CERTIFICATION. We the undersigned Exhibitor and Parent/Legal Guardian certify that we are responsible to be familiar with and shall abide by all rules and regulations of the Grimes County Fair. We further certify that we have not administered to and have no knowledge that this entry has received any substance not approved by the Food and Drug Administration (FDA) and/or the United States Department of Agriculture (USDA) for food animals. Furthermore, we certify that all entries will be FREE OF ALL DRUG AND CHEMICAL RESIDUES upon arrival to the Grimes County Fairgrounds and will remain free of all drug and chemical residues while on the show grounds. In instances where an animal has been administered a drug that is FDA/USDA approved for a particular species, the undersigned must be aware of the labeled withdraw time for such drugs. We, the undersigned, understand that the time it takes drugs and chemicals to be entirely excreted from the body through the urine of animals is generally longer than labeled by FDA or USDA withdrawal times for most approved drugs and chemicals. In the event an animal is determined to be in violation of the drug testing policy of the GCFA, the Exhibitor will forfeit all titles, awards, prizes, auction proceeds, add on premiums, and market/floor money upon disqualification AND shall be banned from participation in the following year's Grimes County Fair Activities. Additionally, the GCFA Fair Board is authorized to permanently bar the Exhibitor and his/her family from further participation with any Grimes County Fair Activity.

The undersigned represent that they thoroughly understand that this is a complete and final release and indemnity agreement, that they are voluntarily entering into this Agreement, and that no representations, promises or statements made by any GCFA Party, or any agent, attorney or other representative of any GCFA Party had influenced the undersigned in causing them to execute this Agreement.

EXHIBITOR Printed Name: _____

SIGNATURES:

EXHIBITOR

DATE

PARENT/LEGAL GUARDIAN

DATE