

Livestock Entry Certification

Release of Liability, Waiver of Claims, Assumption of Risk Warning and Indemnification Agreement

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. BY WRITING YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE DISCLOSURES OF RISKS, VOLUNTARILY ACCEPT THOSE RISKS, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT.

My signature acknowledges that I and/or the minor for whom I am the parent or legal guardian (collectively referred to as "I", "me", or "my") have voluntarily chosen to participate as an exhibitor in the 2021 State Fair of Texas Youth Livestock Show (referred to as the "Activities") and to use the property and facilities of the State Fair of Texas ("SFT") and/or City of Dallas, including Fair Park and all of the fairgrounds, buildings, barns, walkways, thoroughfares, common areas, parking lots and amenities (collectively referred to as the "Facilities"). In consideration for SFT permitting me to participate in the Activities and use the Facilities, I hereby acknowledge, agree, promise and covenant on behalf of myself, my heirs, assigns, personal representatives and estate with SFT, the City of Dallas, Fair Park First, Global Spectrum, L.P. d/b/a Spectra Venue Management, each of their lessors, parent companies, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their respective partners, trustees, directors, officers, managers, members, elected and appointed officials, agents, attorneys, representatives, volunteers, servants and employees, past and present, and each of them (collectively referred to as "Releasees") as follows:

I hereby certify that I have read, understand and will comply with the rules in the current SFT Premium List and this Livestock Entry Certification, and have provided a copy to my County Extension Agent and/or Agricultural Science Teacher. I further certify that I have not administered to this entry animal, nor has it received to the best of my knowledge, any substance in any manner not approved by the U.S. Food & Drug Administration (FDA) and/or U.S. Department of Agriculture (USDA) for use on livestock for slaughter and/or breeding. I understand and acknowledge that this entry will be disqualified for any violation of such guidelines, rules and/or Livestock Entry Certification. I also certify that, to the best of my knowledge, while under my ownership, possession, or direct control, the livestock entry has not been fed any feed containing mammalian protein (i.e. ruminant derived meat or bone meal) as restricted in FDA Regulations 21 CFR 589.2000.

EXHIBITOR / ANIMAL DISQUALIFICATION

**THE STATE FAIR OF TEXAS PRACTICES A ZERO TOLERANCE POLICY
ON ALL UNETHICAL FITTING, DRUG AND/OR CHEMICAL RESIDUE VIOLATIONS.
VIOLATIONS ARE DESCRIBED IN THE STATE FAIR OF TEXAS LIVESTOCK PREMIUM LIST.**

I CONSENT AND AGREE that the market and/or breeding animal(s) described on this Livestock Entry Certification may, at the discretion of SFT's Livestock Management, be tested, evaluated and/or analyzed for any (i) improper use or administration of any drug, chemical or other substance approved or unapproved by the FDA and/or USDA; and/or (ii) unethical fitting or attempt to alter the natural appearance, conformation, musculature or weight of an animal by any unnatural means. Violations of the rules in the SFT Livestock Premium List will result in the disqualification of the animal entry along with exhibitor sanctions as described in the SFT Livestock Premium List. All entry certifications MUST be signed by the exhibitor and his/her parent or guardian if the exhibitor is under 18 years of age. Additionally, if the exhibitor is under age 18, the parent or legal guardian must sign the Affidavit of Parent or Legal Guardian below. **Incomplete signatures constitute NO ENTRY.**

COVID-19 WARNING: The novel coronavirus commonly known as COVID-19 and SARS-CoV-2 ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. An inherent risk of exposure to COVID-19 exists in any public place where people are present, including participation in the Activities or use of the Facilities. **COVID-19 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 persons with underlying medical conditions are especially vulnerable. I UNDERSTAND AND ACKNOWLEDGE that participating in the Activities and use of the Facilities will require me and my family members to comply with SFT's health and safety guidelines related to COVID-19 as promulgated by the CDC, State of Texas, County of Dallas and/or City of Dallas. Final health and safety operating guidelines will be disseminated prior to the Activities, as circumstances dictate. I UNDERSTAND AND ACKNOWLEDGE that participation in the Activities or use of the Facilities may expose me to contact with one or more persons who have been infected with, and/or exposed to, COVID-19. 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 COVID-19 and may serve as a means for transmission of COVID-19 to those who participate in the Activities or use the Facilities. Based on the forgoing, I understand that my participation in the Activities or use of the Facilities may expose me, along with others with whom I may come in contact after I leave the Activities, to a risk of infection with COVID-19, which may cause significant and serious illness, bodily injury, temporary or permanent disability and/or death. I understand that personal protective equipment ("PPE") designed to reduce the chances of exposure to or infection with COVID-19 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 SFT may not, and is under no legal duty to, provide me with any PPE.

I HAVE READ AND UNDERSTOOD the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 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 COVID-19 in order to participate in the Activities in person.

I UNDERSTAND AND ACKNOWLEDGE that participating in the Activities and use of the Facilities entails known and unanticipated risks which could result in PHYSICAL OR MENTAL INJURY, PARALYSIS, DEATH, ILLNESS OR DISEASE, OR DAMAGE to myself, property, or to third parties. I **understand and acknowledge those risks** may result in claims against Releasees. However, I am making an informed choice to voluntarily accept such risks due to the benefits of the Activities, and I agree that the benefits of the Activities outweigh the risks, which include but in no way are limited to: (i) the acts, omissions or negligence in any degree of Releasees; (ii) the risks inherent in the Activities, including but not limited to any physical or mental injuries; (iii) latent or apparent defects or conditions of the Facilities; (iv) improper or inadequate instruction or supervision regarding the Activities or use of the Facilities; (v) the behavior of co-participants, volunteers and/or SFT staff; (vi) accidents or incidents in the Facilities; (vii) acts, bodily injury, sickness, disease, injury or death caused by or attributable to livestock animals; (viii) exposure or potential exposure to sickness, illness, harmful bacteria, viruses, including COVID-19 or permutations thereof, or other infectious diseases; and/or (ix) first aid, emergency or veterinarian treatment or services rendered or failed to be rendered by Releasees, or their contractors, agents or employees. I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, **anticipated or unanticipated** may also result in injury, death, illness, disease, or damage to me or to my property. I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, illness, disease or symptoms of COVID-19 which would or could potentially affect my participation in the Activities or use of the Facilities, or harm any co-participants, volunteers, SFT staff or others.

I UNDERSTAND AND ACKNOWLEDGE that I have been provided notice of the statutory limitation of liability for livestock activities under Texas law (TX CIV PRAC & REM §87.001 – 005). SFT has posted signage at the Facilities that complies with such law. The notice and signs provide the following warnings:

LIMITATION OF LIABILITY**WARNING**

UNDER TEXAS LAW (CHAPTER 87, 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.

WARNING

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

I EXPRESSLY AND VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES, AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE OR DAMAGE TO ME OR TO MY PROPERTY ARISING FROM THE PARTICIPATION IN THE ACTIVITIES OR USE OF THE FACILITIES.

I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE Releasees and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with the participation in the Activities or use of the Facilities, **including, but specifically not limited to any and all negligence or fault of Releasees.** I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER and will apply to all current and future participation in the Activities or use of the Facilities. I understand that this RELEASE OF LIABILITY will prevent me, my child, my heirs or my estate from bringing any action at law, suit in equity, or other jurisdictional proceeding or making any claim for damages, injury or death in the event of damage, injury or death arising from participation in the Activities or use of the Facilities.

I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY Releasees, and all other persons or entities **from all defense costs, including attorneys' fees, or any other costs incurred in connection with claims for mental or bodily injury, wrongful death or property damage that may be filed by me, my child, my heirs or my estate. Such indemnity and defense obligation shall further extend to any claim, loss or lawsuit which alleges that I negligently or intentionally caused any injury, death or damage to spectators, co-participants or other third parties in the course of my participation in the Activities.**

I hereby agree to a blanket release and disclaimer of all rights related to my identity, name, likeness, appearance, voice, and professional and biographical information, including any audio, video and/or photographic images, that may arise out of my participation in the Activities or use of the Facilities. I understand that this release includes any and all marketing, promotion, publishing or advertising that may occur anywhere and anytime on any media, now known or later developed and used by Releasees. Further, I hereby grant full permission for Releasees and hereby irrevocably permit, authorize, and license the Releasees and any of their licensees, sublicensees, subcontractors, and/or agents to identify me by name and use my identity, name, likeness, appearance, voice, and professional and biographical information in all materials created by or on behalf of SFT in association with the Activities or Facilities, including without limitation any photographs, motion pictures, TV, radio, broadcasts, internet, social media, webcasts, streaming video, digital media, video or audio recordings and any other media, now known or later developed, and to use them in perpetuity, in any manner for publicity, promotions, advertising, trade or commercial purposes, without any charge, licensing fee or reimbursement of any kind due to me, or the need to pay me any additional fee whatsoever. Releasees shall have the exclusive right, but not the obligation, worldwide and in perpetuity to use and to license others to use all or any portion of the audio, video, or photographic images that may arise out of or in connection with my participation in the Activities. I agree that Releasees will be the exclusive owner of all rights, including but not limited to the copyrights, in and to the audio and video recordings, photographic images, subsequent broadcasts thereof, and the results and proceeds of my participation hereunder (collectively referred to as the "Materials"). I agree that the Materials shall constitute a "work made for hire" pursuant to the United States Copyright Act. To the extent any of the Materials are not considered a "work made for hire," I hereby assign all rights in the Materials to Releasees. Such assignment shall be deemed irrevocable and coupled with an interest.

I understand that this is the entire Agreement between the undersigned and Releasees, and that it cannot be modified or changed in any way by the representations or statements of Releasees or any employee or agent of Releasees, or by the undersigned. I understand and agree that this Agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in a court in the County of Dallas, State of Texas. Any disputes will be subject to and determined under the laws of the State of Texas.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the Activities or use of the Facilities, I may be found by a court of law to have waived my right to maintain a lawsuit against Releasees on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. I hereby certify that this entry is eligible in accordance with the rules in the current SFT Livestock Premium List.

Youth Exhibitor	Date		
Parent/Guardian	Date	CEA or AST	Date

IF YOUTH EXHIBITOR IS UNDER AGE 18, PARENT/GUARDIAN MUST READ AND SIGN THE FOLLOWING:

AFFIDAVIT OF PARENT OR LEGAL GUARDIAN

I, the undersigned, declare that I am the parent of, or the legal guardian of, the below named minor, and have the capacity to execute documents on behalf of such minor. I understand that as a condition to participate in the Activities (as defined above) and use the Facilities (as defined above) the parent or legal guardian of the minor participant must sign certain legal documents, including but not limited to this Affidavit, Livestock Entry Certification and Release of Liability, Waiver of Claims, Assumption of Risk Warning and Indemnification Agreement. I am signing this document, freely, without any fraud or duress and acknowledge that I have read and understand the same.

I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND COVENANT NOT TO SUE the Releasees** (as defined above), **from and against all liabilities and claims that arise in any way from any injury, illness, death, loss, damage or harm that occurs to the minor child during the Activities or in any way related to the Activities or use of the Facilities. This includes any claim of the minor and any claim arising from the negligence of the Releasees.** In the event that it is determined that I am not the parent or legal guardian of the minor, or did not have the legal capacity to execute these documents on behalf of said minor, then I agree to **DEFEND AND INDEMNIFY the Releasees, if any litigation is instituted, as a result of any injury or death or claim for damages arising out of, relating to, or in any way connected with the minor's participation in the Activities or use of the Facilities.** I understand that this indemnity provision is in addition to (and not in lieu of) any other indemnity provision found in this document.

Exhibitor's Legal Name (please print): _____

4823-6706-4272v2
Legal Guardian Name: _____

Legal Guardian Signature: _____

Date: _____

