

## Waiver and Assumption of Risk Form

I, \_\_\_\_\_ (“parent or guardian of Participant”) enter into this agreement (“Agreement”) with the Tulsa County Fall Fair and Tulsa County Agricultural Education Teachers as a condition of \_\_\_\_\_’s (“Participant(s)”) participation in and/or attendance at the 2021 Tulsa County Fall Fair – 4-H and FFA Livestock Show (each and every one, the “Event”).

**WAIVER:** I agree that the Tulsa County Fall Fair, Tulsa County Agricultural Education Teachers, and its affiliates and each of their past, present, and future members (direct and indirect), officials, officers, directors, employees, and agents, and each of their successors and assigns (hereinafter collectively referred to as the “the Releasees”) shall not be responsible for any damage, loss, illness (including but not limited to COVID-19) or injury that Participant(s) may suffer in connection with the Event. I waive all rights and covenant not to sue any Releasee for any damage, loss, illness (including but not limited to COVID-19) or injury that Participant(s) may suffer in connection with the Event – whether caused by negligence of improper conduct of Releasees, third parties, or otherwise.

**ASSUMPTION OF RISK:** I understand the inherent risk and danger of the Event and the potential for injury and disease transmission (including the transmission of COVID-19) that exists when participating in or attending the Event. I assume all risk of and responsibility for any injury, illness, death, property damage, or property loss that Participant(s) may suffer in connection with Participant(s)’s participation in and/or attendance at the event - whether caused by negligence of improper conduct of Releasees, third parties, or otherwise. If Participant(s) become ill or injured during the Event, Releasees shall not be liable for any consequences of Releasees’ medical treatment of Participant(s) or Releasees’ decision(s) relating to Participant(s)’s medical treatment.

**AGREEMENT TO INDEMNIFY:** I agree to indemnify and hold harmless the Releasees from and against any and all costs, expenses damages, claims, lawsuits, judgements, settlements, losses, and/or liabilities (including attorney fees, consultant fees, animal sampling and testing costs, and court fees) suffered by the Releasees as a result of (1) any damage, loss, illness (including but not limited to COVID-19) or injury that Participant(s) may suffer in connection with the Event; (2) Participant(s) actual or alleged conduct in connection with the Event, including without limitation any violation of Tulsa County Fall Fair rules or regulations; or (3) Participant(s)’s actual or alleged contraction or transmission of COVID-19 in connection with the Event.

**MISCELLANEOUS:** This agreement is intended to be as broad and inclusive as is permitted by applicable law. If any portion thereof is held invalid, the balance will continue in full legal force and effect. This agreement is governed by and is to be construed in accordance with the laws of the State of Oklahoma without regard to conflicts of laws principles. The state and federal courts for Tulsa County, Oklahoma will be the sole jurisdiction for all disputes.

**REPRESENTATIONS:** I have had a full opportunity to ask questions regarding the Event. I represent that participant(s) is (are) in good physical condition, is (are) physically fit to participate in the Event and has (have) no illness or medical condition to poses risk of harm or disability to Participant(s) or others.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS.

I VOLUNTARILY SIGN THIS AGREEMENT AND AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT CONTRARY TO THIS WRITTEN AGREEMENT HAVE BEEN MADE.

I ACKNOWLEDGE THAT, IN THE EVENT OF MY DEATH OR INCAPACITY, THIS AGREEMENT WILL BE EFFECTIVE AND BINDING UPON MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES.

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PRINTED NAME OF EXHIBITOR

DATE

SIGNATURE OF EXHIBITOR

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PRINTED NAME OF PARENT/GUARDIAN

DATE

SIGNATURE OF PARENT/GUARDIAN