

CALF BRANDING RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration and as a condition of obtaining permission from Randolph County Fair Corporation for _____ to participate in the Calf Branding Event at the Randolph County Fair, held on Friday of the Fair during the Rodeo, the undersigned acknowledges and agrees as follows:

1. I, the undersigned, on behalf of myself, my heirs and next of kin, personal representative, agents, insurers, successors and assigns (all hereinafter "Releasors") hereby FOREVER RELEASE, DISCHARGE AND COVENANT NOT TO SUE RANDOLPH COUNTY FAIR, its insurers, administrators, agents, directors, officers, participants, officials, judges, sponsoring agencies, sponsors, advertisers, local organizing committees (and if applicable) owners, lessors and operators of premises, (all hereinafter "Releasees") from any and all liabilities, claims, demands, causes of action or losses of any kind or nature, past, present or future, direct or consequential that I may hereafter have for PERSONAL INJURY, PERMANENT, TEMPORARY, TOTAL OR PARTIAL DISABILITY, DISFIGUREMENT, PARALYSIS AND ANY OTHER LOSSES OR DAMAGES TO PERSON OR PROPERTY OR DEATH, arising out of my participation in the calf branding event or activity including, but not limited to, LOSSES CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASEES, or hidden, latent or obvious defects in the facilities or equipment used.

2. I, the undersigned, as parent of _____, a minor child, on behalf of myself, my heirs and next of kin including said minor child, personal representative, agents, insurers, successors and assigns (all hereinafter "Releasors") hereby FOREVER RELEASE, DISCHARGE AND COVENANT NOT TO SUE RANDOLPH COUNTY FAIR, its insurers, administrators, agents, directors, officers, participants, officials, judges, sponsoring agencies, sponsors, advertisers, local organizing committees (and if applicable) owners, lessors and operators of premises (all hereinafter "Releasees") from any and all liabilities, claims, demands, causes of action or losses of any kind or nature, past, present or future, direct or consequential that I or my minor child may hereafter have for PERSONAL INJURY, PERMANENT, TEMPORARY, TOTAL OR PARTIAL DISABILITY, DISFIGUREMENT, PARALYSIS AND ANY OTHER LOSSES OR DAMAGES TO PERSON OR PROPERTY OR DEATH, arising out of my minor child's participation in the calf branding event or activity including, but not limited to, LOSSES CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASEES, or hidden, latent or obvious defects in the facilities or equipment used.

3. Releasor understands and acknowledges that rodeo activities and the sport of rodeo in general have inherent dangers that no amount of care, caution, training, instruction, supervision or expertise can eliminate. RELEASOR EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISK OF PERSONAL INJURY, PERMANENT, TEMPORARY, TOTAL OR PARTIAL DISABILITY, DISFIGUREMENT, PARALYSIS AND ANY OTHER LOSSES OR DAMAGES TO PERSON OR PROPERTY OR DEATH, sustained while participating in the calf branding event or activity, including the risk of PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASEES, or hidden, latent or obvious defects in the facilities or equipment used.

4. Releasor acknowledges and fully understands that each participant in any rodeo event or activity, including Releasor, will be engaging in activities that involve risk or serious injury, including permanent, temporary, total or partial disability, disfigurement, paralysis and any other losses to person or property, including death, and that severe social and economic losses may result not only from releasor's own action, inactions or negligence, but also from the actions, inactions or negligence of others notwithstanding the rules of play or the condition of the premises or of any equipment used. Further Releasor acknowledges and fully understands that there may be other associated risks with such rodeo activities which are not known or not reasonably foreseeable at this time.

5. The Releasor (or my minor child) is in good health and has no medical, physical, or mental impairments or problems which will prevent the minor from safe participation in this Event.

6. I also agree to the use of my photograph or image(s) and/or my child's photograph or image to be used in future web pages, print advertising, news/press releases, and other advertising promotional work by the Randolph County Fair.

I ACKNOWLEDGE THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO REVIEW THE PROVISIONS OF THIS DOCUMENT AND UNDERSTAND ITS PURPOSE, MEANING AND INTENT.

(Participant's Signature)

(Date)

(Print Name)

The undersigned, does hereby represent that he/she is, in fact, the parent or legal guardian of and acting in such capacity agrees to the terms and conditions of the above stated waiver and release.

(Signature or parent or legal guardian)

(Date)

(Print Name)