



**RELEASE OF LIABILITY, INDEMNITY AND
BACKGROUND CHECK AUTHORIZATION AGREEMENT**



In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in any and all activities (the "Activities") associated with the Montgomery County Fair Association, Inc. and the Horseshoe Club (collectively, "MCFA"), and to the fullest extent permitted by law, the undersigned, individually and on behalf of his/her family, heirs, administrators, executors and assigns, hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement"). This Agreement shall remain in effect for as long as the undersigned participates in the Activities.

1. **ACKNOWLEDGMENT OF RISKS:** The undersigned recognizes and understands that there are risks associated with his/her participation in the Activities including, but not limited to, bodily injury and/or death to persons, and theft, damage or destruction to property. **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 TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES.**
2. **RELEASE FROM LIABILITY:** The undersigned hereby RELEASES, ACQUITS AND FOREVER DISCHARGES and shall DEFEND, INDEMNIFY AND HOLD HARMLESS MCFA, its subsidiaries and affiliates and its and their present and former directors, officers, employees, agents, and representatives and the respective heirs, administrators, executors, successors and assigns (collectively, the "MCFA Parties" or individually, an "MCFA Party") from any and all claims, causes of action, suits and/or demands for personal injury and/or death (including specifically, but not limited to, consequences arising from exposure to and/or contracting of COVID-19 virus or any other virus) and/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 his/her entry into and participation in the Activities. Without limiting the foregoing, the undersigned agrees that the MCFA Parties shall not be liable to him/her, his/her family, heirs, administrators, executors or assigns for Claims arising from or related to the undersigned's entry into and participation in the Activities.
3. **AGREEMENT TO DEFEND, INDEMNIFY AND HOLD HARMLESS:** The undersigned agrees to DEFEND, INDEMNIFY and HOLD HARMLESS THE MCFA PARTIES AGAINST THE CONSEQUENCES OF THE MCFA 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 MCFA Parties shall extend only to Claims arising directly or indirectly from the undersigned's entry into and participation in the Activities. As used herein, "INDEMNIFY" means to agree to assume the MCFA Parties' liability in a situation, thereby relieving them of responsibility and/or reimbursing the MCFA Parties for Claims asserted against them, including, but not limited to attorney fees.
4. **PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT:** The undersigned GRANTS PERMISSION to be PHOTOGRAPHED, VIDEO TAPED and/or INTERVIEWED in connection with the Activities. The undersigned understands that any such photographs, video tape and/or interview may be used by MCFA for television, film, video, visual, graphic or printed media. The undersigned agrees to RELEASE and INDEMNIFY MCFA with respect to any Claims related to the usage of such photographs, video tape and/or interviews by the MCFA Parties or any media.
5. As further inducement to MCFA to permit the undersigned's entry into and participation in the Activities, the undersigned represents that he/she thoroughly and completely understands that this is a complete and final release and indemnity agreement, that he/she is freely and voluntarily entering into this Agreement, and that no representations, promises or statements made by the MCFA Parties, or any agent, attorney or other representative of an MCFA Party has influenced the undersigned in causing him/her to sign this Agreement. The undersigned understands that this Agreement shall be binding on his/her 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 Montgomery 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 this Agreement. The undersigned agrees to the terms and conditions above, and acknowledges receipt of this Agreement.
6. The undersigned certifies that he/she has never been convicted or received deferred adjudication as a sex offender or of any crime related to abuse, assault or violence toward a child. Further, his/her date of birth is _____ and he/she authorizes MCFA to review any sex offender registries under his/her name. The undersigned also agrees that, if he/she is charged with such a crime, he/she will immediately advise the President of MCFA.
7. The undersigned further certifies that he/she is 18 years of age or older and will abide by all MCFA rules and policies.

DATE: _____

SIGNATURE: **SIGNATURE WILL BE ELECTRONICALLY CAPTURED ON THE LAST PAGE OF YOUR MEMBERSHIP APPLICATION/RENEWAL**

NAME: _____
(PRINT OR TYPE)