

**PHILLIPS COUNTY RELEASE WAIVER
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY
AGREEMENT
(Commercial Exhibitors at the Phillips County Fair)**

IN CONSIDERATION of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as including but not limited to the Phillips County Fairground Commercial Exhibit Area intended for participants and all walkways, concessions and other areas appurtenant to any area where any activity related to the exhibits shall take place), or being permitted to exhibit at the event. EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs and next of kin acknowledge, agrees and represents that he has or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof which he and with which he comes in contact and he does further warrant that his entry upon such restricted area or areas and his participation, if any, in the event constitutes an acknowledgement that he has inspected such restricted area and that he finds and accepts the same being safe and reasonable suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about restricted areas and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted areas.

1. HEREBY RELEASE, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE or any subdivision thereof, or it's officials promoting the event and each of them, their officers and employees all for the purpose herein referred to as "releases" from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and otherwise while the undersigned is in or upon the restricted area, and/or competing officiating in, observing, working for, or for any purpose participation in the event:
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted areas or in any way competing officiating, observing, or working for, or for any purpose participation in the event and whether caused by the negligence of the release or otherwise:
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK, BODILY INJURY, DEATH, OR PROPERTY DAMAGE. Due to the negligence of releases or otherwise while in or upon the restricted area and/or while exhibiting at an event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the exhibition involves the risk of potential injury and/or damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release waiver and indemnity agreement is intended to be broad and inclusive as is permitted by the law of the Province, or State in which the event is conducted and that is any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

EACH OF THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

I HAVE READ THIS DOCUMENT, I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND THAT I ASSUME ALL RISK INHERENT IN EXHIBITING. I VOLUNTARILY SIGN MY NAME EVIDENCING BY ACCEPTANCE OF THE ABOVE PROVISIONS.

EXHIBITOR SIGNATURE _____ DATE _____

FATHER / LEGAL GUARDIAN SIGNATURE (if minor) _____

MOTHER / LEGAL GUARDIAN SIGNATURE (if minor) _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____