

## **RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in activities listed in the sponsor's entry/registration form (the "Cook-off") at the Austin County Fairgrounds by Austin County 4H and the Austin County 4H Livestock Project Group (collectively, "Sponsor"), the undersigned participant (the "Participant") hereby enters into this **RELEASE OF LIABILITY AND INDEMNITY AGREEMENT** (this "Agreement") as of the date set forth below.

**1. ACKNOWLEDGEMENT OF RISKS:** Participant recognizes and understands that there are risks associated with Participant's participation in the Cook-Off including, but not limited to, bodily injury or death to persons and damage to property. Participant further acknowledges and understands that Participant will be held liable and responsible for any and all damage to persons, vehicles, Austin County Fairgrounds property and/or improvements to Austin County Fairgrounds property that is caused by Participant and/or any persons (including, but not limited to, minors) under their care and control, and that arise out of, or are related to Participant's entry into and participation in the Cook-Off.

**2. APPLICABILITY AND SCOPE OF RELEASES AND INDEMNITIES:** For purposes of this Agreement, "Claims" shall mean any past, present and future claims, losses, costs, expenses, liabilities, demands, or causes of action, and costs of defense or settlement (including, without limitation, attorneys' fees and court costs). For purposes of this Agreement, the term "Released Parties" shall mean Austin County Fair Association, The City of Bellville, The County of Austin, the Mewis Trust, Austin County 4H, Austin County 4H Livestock Project Group, and its respective present and former officers, subsidiaries, affiliates, employees, staff, volunteers, agents and any other person, firm, corporation or entity associated with the property and Cook-Off. The releases, waivers and indemnities contained in this Agreement expressly shall apply regardless of whether the Claims to be released, waived or indemnified against arise, or are alleged to arise, from negligence (whether sole, joint or concurrent), gross negligence, negligence *per se*, and/or strict liability of the Released Parties; personal injury, death or property damage; acts of any other persons or guests; theft, burglary, assault, or other crimes; fire, water, wind, rain and/or smoke and /or any other risks and hazards associated with Participant's entry into and participation in the Cook-Off, including, but not limited to, the general conditions and activities at the Cook-off, and the driving or riding in any vehicles, whether belonging to Released Parties or to other persons.

**3. RELEASE FROM LIABILITY:** Participant hereby RELEASES AND FOREVER DISCHARGES, and WAIVES any and all Claims against any of the Released Parties that arise from or relate to Participant's entry and participation in the Cook-Off—including, but not limited to, the types of claims enumerated in Paragraph 2—and agree not to sue any of the Released Parties for such Claims. Without limiting the foregoing, Participant agrees that the Released Parties shall not be liable to Participant, Participant's family, or Participant's successor, assigns, heirs or representatives for personal injury, property damage, or any other Claims arising from or related to Participant's entry into and participation in the Cook-Off.

**4. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:** Participant agrees to INDEMNIFY and HOLD HARMLESS the Released Parties against any and all Claims arising from or related to Participant's entry and participation in the Cook-Off—including, but not limited to, the types of Claims enumerated in Paragraph 2. In addition, and without limiting the foregoing,

Participant agrees to INDEMNIFY the Released Parties for any Claims for injuries to any minors under Participant’s care and control and/or the child’s parent/guardian, and for any Claims asserted by, through or under Participant, arising from or related to the Participant’s entry into and participation in the Cook-Off—including, but not limited to, the types of Claims enumerated in Paragraph 2. As used herein, “INDEMNIFY” means to agree to assume the Released Parties’ liability in a situation, thereby relieving them of responsibility, and/or reimbursing the Released Party for Claims asserted against them.

**5. ENTIRE AGREEMENT, SUCCESSOR, VENUE:** As further inducement to permit Participant’s entry into and participation in the Cook-Off, Participant represents that Participant thoroughly and completely understands that this is a complete and final release and indemnity agreement, that Participant is freely and voluntarily entering into this Agreement, and that no representations, promises or statements made by any of the Released Parties, or any agent, attorney or other representative of any of the Released Parties has influenced Participant in causing Participant to sign this Agreement. Participant understands that this Agreement shall be binding on Participant’s 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 the Courts of Austin 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.

Participant agrees to the terms and conditions above, and acknowledges receipt of this Agreement.

\_\_\_\_\_  
PARTICIPANT

Date: \_\_\_\_\_

\_\_\_\_\_  
PARENT/GUARDIAN (if Participant is a child)

Date: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

Date: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

Date: \_\_\_\_\_