

Release of Liability Agreement/Drug Certification Form

Part I

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in activities (the "Activities") associated with the Youth Expo of Harris County, Humble Civic Center, the undersigned hereby enter into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement") as of the date set forth below.

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

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). 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 (i) NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER SE, and/or STRICT LIABILITY, of the Youth Expo of Harris County or their respective present and former officers, directors, members, subsidiaries, affiliates, employees, staff and agents and any other person, firm or corporation bound to defend or pay judgments against them (the "Released Parties"); (ii) personal injury, death or property damage; (iii) acts under the Texas Deceptive Trade Practices Act ("DTPA"); (iv) acts of any other persons or guests; (v) theft, burglary, assault, or other crimes; (vi) fire, water, wind, rain and/or smoke and/or (vii) any other risks and hazards associated with the undersigned's entry into and participation in the Activities, including, but not limited to, the general conditions at the Activities, animals both wild and domestic that may be diseased and/or potentially dangerous, persons with firearms both on and off the premises used in connection with the Activities, and the driving or riding in any vehicles, whether belonging to Released Parties or to other persons.

3. **RELEASE FROM LIABILITY:** The undersigned hereby RELEASES, ACQUITS AND FOREVER DISCHARGES, and WAIVES any and all Claims against any of the Released Parties that arise from or relate to their entry and participation in the Activities – 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, the undersigned agrees that the Released Parties shall not be liable to them, their family, or their guests, for personal injury, property damage, or any other Claims arising from or related to the undersigned's entry into and participation in the Activities. As further inducement to Youth Expo of Harris County to permit the undersigned's entry into and participation in the Activities, the undersigned represents that they thoroughly and completely understand that this is a complete and final release and indemnity agreement, that they are freely and voluntarily entering into this Agreement, and that no representations, promises or statements made by any Released Party, or any agent, attorney or other representative of any Released Party has influenced the undersigned in causing them to sign this Agreement.

4. **AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:** The undersigned agrees to INDEMNIFY and HOLD HARMLESS the Released Parties against any and all Claims arising from or related to the undersigned's entry and participation in the Activities – including, but not limited to, the types of Claims enumerated in Paragraph 2. In addition, and without limiting the foregoing, the undersigned agrees to INDEMNIFY the Released Parties for any Claims for injuries to any minors under their care and control and/or his or her parent/guardian, and for any Claims asserted by, through or under the undersigned, arising from or related to the undersigned's entry into and participation in the Activities – 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. **PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT:** The undersigned GRANTS PERMISSION to be PHOTOGRAPHED or INTERVIEWED in connection with the Activities. The undersigned understands that any such photograph or interview may be used by the Released Parties or television, film, video, visual, graphic or printed media. The undersigned agrees to RELEASE and INDEMNIFY the Released Parties with respect to any Claims related to the usage of such photographs or interviews by the Released Parties or any media – including, but not limited to, the types of Claims enumerated in Paragraph 2.

6. **TEXAS LAW AND ARBITRATION:** This agreement is made and entered into in the State of Texas and shall in all respects be interpreted, enforced, and governed under the laws of the State of Texas. All claims, disputes, controversies, differences or other matters in question arising out of the relationship between the Applicant(s) and the Youth Expo of Harris County and/or its agents, officers, directors, volunteers, members and assigns, whether resulting from personal injury or otherwise, shall be resolved by binding arbitration in Houston, Harris County, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"), by one or more arbitrators chosen in accordance with the Rules. The decision of the arbitrator(s) shall be final, conclusive and binding on the parties and judgment may be entered thereon in the District Court of Harris County, Texas, to enforce the decision. 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.

Part II

We, the junior exhibitor and parent/guardian certify that we have read, understand and will abide by all rules and regulations of the Youth Expo of Harris County. We further certify that we have not administered to and have no knowledge that this entry has received any substance not approved by the Food and Drug Administration (FDA) and/or the U.S. Department of Agriculture (USDA) for food animals. **Furthermore, we certify that all entries will be FREE OF ALL DRUG AND CHEMICAL RESIDUES AT THE TIME OF WEIGH-IN.** Please note that the time it takes for drugs and chemicals to be entirely excreted from the body through the urine of animals is generally longer than the labeled FDA and USDA withdrawal times for most approved drugs and chemicals.

If an animal requires emergency treatment while on Show grounds, only a licensed veterinarian will be allowed to administer any drug, chemical or feed additive. An exhibitor may choose a licensed veterinarian other than the Official Expo Veterinarian, but the Official Expo Veterinarian MUST be notified in advance and he/she MUST be present. All treatment costs are the responsibility of the exhibitor. If an animal is treated by a licensed veterinarian while at the Expo and the medication administered contains a labeled withdrawal time or unpublished elimination time, the animal will be disqualified. Sifted and non-placing swine, lambs and goats will be sold as condemned if the animal is under any withdrawal requirement. The Official Expo Veterinarian, in agreement with Expo Management, reserves the right to treat any animal, if in the opinion of the Official Expo Veterinarian; it is in the best interest of the animal's health and well-being to be treated. If the Official Expo Veterinarian administers treatment to an animal and therefore uses any medication that does not meet the appropriate withdrawal or elimination time, the animal will be determined ineligible for competition.

The Youth Expo of Harris County reserves the right to condemn and/or disqualify any animal, either live or slaughtered, found in violation of the use of drugs, chemicals or feed additives as described above and the exhibitor will forfeit all auction sale and/or premium money if the animal is disqualified. If an animal(s) is disqualified for testing positive and/or the carcass condemned at slaughter, the class placing will not change. An exhibitor of an animal testing positive for any drug or medication or unapproved chemical may forfeit all rights and privileges to exhibit livestock in the future at the Youth Expo of Harris County.

Signature – Exhibitor

Date

Name Printed

If the person on whose behalf this Agreement is being executed is a minor, a parent or legal guardian must also execute this Agreement.

Signature-Parent/Guardian

Date

Name Printed

RELATIONSHIP TO MINOR: _____

Sworn to and subscribed before me this _____ day of _____ 20____. NOTARY PUBLIC _____

I certify that the certification above is correct and I have informed the exhibitor and parent/guardian of the consequences of stated violations as to the use of drugs, chemicals or feed additives.

Signature-CEA/AST/FCCLA Advisor

Name of Club or Chapter