**EXTRACO EVENTS CENTER AND HEART O' TEXAS FAIR & RODEO**
**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

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 McLennan County Fair, Inc. dba Heart O' Texas Fair & Rodeo and the Extraco Events Center, (collectively, "HOTFAIR"), the undersigned hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement") as of the date set forth below.

**1. ACKNOWLEDGEMENT 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). For purposes of this Agreement, the term "Released Parties" shall mean the McLennan County Fair, Inc, Heart O' Texas Fair & Rodeo and the Extraco Events Center of Waco, Texas, McLennan County, Texas and their respective present and former officers, directors, members, council members, commissioners, subsidiaries, affiliates, employees, staff, volunteers, agents and any other person, firm, corporation or entity bound to defend or pay judgments against them. 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 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, persons wearing video equipment mounted to safety helmets and/or vests 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.

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, VIDEOED or INTERVIEWED in connection with the Activities. The undersigned understands that any such photograph, video 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. **PROVISIONS APPLICABLE IF PARTICIPANT IS A MINOR:**

If Participant is a minor, such minor's undersigned Parent/Guardian hereby represents and warrants that he/she is the PARENT/LEGAL GUARDIAN of the Participant, and that he/she has the full power, authority, capacity and right, without limitation, to enter into, execute, deliver and perform this Release of Liability/Indemnity Agreement.

As further inducement to HOTFAIR 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 of the Released Parties, or any agent, attorney or other representative of any of the Released Parties has influenced the undersigned in causing them to sign this Agreement.

The undersigned understands that this agreement shall be binding on their 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 State District Courts in McLennan 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.

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| Printed Name | Date | Print Parent/Guardian Name if Participant is a Minor | |
| Signature | Date | Signature of Parent/Guardian if Participant is a Minor | |



Extraco Events Center
Home of the Heart O' Texas Fair & Rodeo