

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I will be participating in the following activities at the Stanislaus County Fair premises and facilities (the “SCF”):

_____ 2021 Stanislaus County Fair
(Description of activities, which Volunteer/Participant will engage in)

I AM AWARE OF THE COVID-19 PANDEMIC AND RELATED GOVERNMENTAL ORDERS, DIRECTIVES AND GUIDELINES (COLLECTIVELY “DIRECTIVES”), INCLUDING DIRECTIVES FOR FREQUENT HAND WASHING, SOCIAL DISTANCING AND USE OF FACE MASKS IN PUBLIC LOCATIONS. I AM AWARE THAT THESE ACTIVITIES ARE OCCURRING IN A PUBLIC LOCATION DURING THE COVID-19 PANDEMIC, AND ALSO POTENTIALLY INVOLVE LIVESTOCK OR OTHER STANISLAUS Co ACTIVITIES, AND ARE THEREFORE HAZARDOUS ACTIVITIES. I AM AWARE THAT I COULD BE INFECTED, SERIOUSLY INJURED OR EVEN DIE DUE TO COVID-19 OR DUE TO ACTIVITIES ON THE GROUNDS INCLUDING BUT NOT LIMITED TO LIVESTOCK ACTIVITIES. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____

Parent or Guardian’s initials (if volunteer participant is under 18): _____

As consideration for being permitted by the Fair, the State of California (“State”), the County of _____ Stanislaus _____ (the “County”), and any lessor of the Stanislaus County Fair (SCF) premises (“Lessor”), to participate in these activities and use the SCF premises and facilities, **I forever release the SCF, the State, California Fair Services Authority (“CFSA”), the County, the Lessor, and any SCF affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND YOCHA DEHE WINTUN NATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

Executed at _____, California on _____, 20____.

PARTICIPANT/RELEASOR

Signature

PARENT OR GUARDIAN

Signature

Address: _____

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.