

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, HOLD HARMLESS AND INDEMNITY AGREEMENT

In consideration of being permitted to compete, officiate, observe, work, or participate in any way, in any event taking place during the **Sarpy County Fair, on the Sarpy County Fair Grounds, or sponsored by the Sarpy County Agricultural Society (hereinafter "Event(s))**, and/or being permitted to enter for any purpose any restricted area (defined as any area requiring special authorization, credentials or permissions to enter) for such Event(s), each of the undersigned hereby agrees for his/her personal representatives, heirs, or in the case of a minor child participating in the Events on behalf of the minor child as the child's parent or guardian, as follows:

1. I hereby RELEASE, DISCHARGE, WAIVE AND COVENANT NOT TO SUE the Sarpy County Agricultural Society, the Sarpy County Fair Board, any promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, advertisers, owners and lessees of the premises used to conduct the Event(s), and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns (all hereinafter referred to as "Releasees"), from all liability to me or my minor child, for any and all claims, demands, losses, or damages resulting from any injury to me or to the minor child, including but not limited to death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.
2. If, despite this release, I, the minor child, or anyone else on my or the minor child's behalf, makes a claim against the Releasees, I agree to defend, indemnify and save and hold harmless the releasees and each of them from any litigation expenses, attorney fees, loss, liability, damage, or cost they may incur due to the claim made against any of the Releasees, whether the claim is based in law or equity.
3. I know and understand the nature of the Event(s) and know that the activities of the Event(s) are very dangerous and involve risks and dangers of causing serious injury or death. I know that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating, the rules of the Event(s), the condition and layout of the premises and equipment, or the negligence of others, including but not limited to the Releasees.
4. I hereby assume all such risks, even if such risks are created by the negligence of the Releasees. If I am signing on behalf of a minor child, I hereby consent to the minor child's participation in the Event(s) and/or entry into any restricted areas and hereby accept and assume all such risks, known and unknown, and assume all responsibility for the losses, costs, or damages following any injury, disability, paralysis, or death to the minor child.
5. If signing on behalf of a minor child, I confirm I am the parent or legal guardian of the minor child, I know the nature of the Event(s), and know the minor child's experience, capabilities, and believe the minor child is qualified to participate. If I or the minor child believe that anything is unsafe, I will instruct the minor child to immediately cease participation in the event or to leave the restricted area. I affirm that I have instructed the minor child that: (a) the Event(s) are very dangerous and participation in the Event(s) or entry to the restricted area involves risks and dangers, including serious bodily injury or death; (b) these risks and dangers may be caused by the minor's own actions or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises, the negligence of the Releasees, or the negligence of others.
6. I hereby agree that this Release, Waiver of Liability, Assumption of Risk, and Indemnification Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations, and is intended to be as broad and inclusive as is permitted by law.
7. This Agreement shall be interpreted in accordance with the laws of the State of Nebraska. If any portion or term of this Agreement is deemed to be invalid by a Court of competent jurisdiction, the remaining portions and terms herein shall remain in full legal force and effect.

I HAVE READ THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, HOLD HARMLESS AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME, THAT I HAVE HAD THE OPPORTUNITY TO CONSULT AN ATTORNEY BEFORE SIGNING THIS AGREEMENT, AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY FOR DAMAGES INCURRED BY ME OR MY MINOR CHILD TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name Here

Date

Signature

Address

If signing on behalf of a minor child:

Print Name of Minor Child

Age

