

**2012 RELEASE OF LIABILITY & INDEMNITY, AND DRUG CERTIFICATION  
AGREEMENT- WCF JUNIOR LIVESTOCK – RABBITS**  
(This form must be signed by exhibitor and parent/guardian)

Exhibitor: \_\_\_\_\_

**RELEASE OF LIABILITY & INDEMNITY AGREEMENT**

In consideration for the entry fee paid and being allowed entry into and participation in activities (the "Event" associated with the Washington County Fair Association (WCFA), I RELEASE and INDEMNIFY WCFA, their present and former officers, directors, members, staff and agents, from all claims that may accrue to me as a result of entry into or participation in the Event, and/or the WCFA. I further acknowledge and understand that I will be held liable and responsible for any and all damage to livestock, vehicles, property, and/or improvements to property caused by me and/or any persons, including minor(s) under my care and control arising from or related to my entry or participation in the Event and/or the WCFA.

**RELEASE FROM LIABILITY:** In consideration described in this agreement, I hereby RELEASE and WAIVE any claim against WCFA, their present and former officers, directors, members, staff and agents for damages or injuries arising from or related to my entry or participation in the Event and/or the WCFA, and agree not to sue the WCFA for sue damages or injuries. I further agree that the WCFA shall not liable to me, my family, or my guests, for personal injury, property damages, or any other losses arising from or related to my entry or participation in the EVENT and/or the WCFA, I understand this Release and Indemnity Agreement shall be binding on my heirs, executors, successors and assigns. This release agreement includes, but is not limited to losses caused by any of the following: NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENCE PER SE, and/or STRICT LIABILITY, of WCFA, acts under the Texas Deception Trade Practices Act ("DPTA") or acts of any other persons or guests, theft, burglary, assault, crimes, fire, water, wind, rain, smoke and/or risks and hazards associated with my entry into or participation in the Event and/or WCFA, including, but not limited to, the general conditions at the Event and/or WCFA, animals both wild and domestic that may be diseased and/or potentially dangerous , persons with firearms, both on or off of the premises of the EVENT and/or the WCFA, and the driving or riding in any vehicles, whether belonging to WCFA or any other persons.

**AGREEMENT TO INDEMNIFY and HOLD HARMLESS:** In further consideration described in this agreement, I agree at INDEMNIFY and HOLD HARMLESS WCFA, their present and former officers, directors, members, staff and agents, and any other persons, firm or corporation bound to defend or pay judgements against them, for nay and all losses, claims, demands, or causes of action, cost of defense or settlement, including bodily injury or death, arising from or related to my entry or participation in the Event and/or the WCFA, whether caused by NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENCE PER SE, STRICT LIABILITY and/or LIABILITY under the Up of WCFA or for whatever other reason. Specifically, I agree to INDEMNIFY WCFA, including cost of defense or settlement, for any liability to a minor under my care and control and/or his or her parent/ guardian arising from or related to my entry or participation in the Event and/or the WCFA, whether due to the NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENCE PER SE, STRICT LIABILITY and/or LIABILITY under the DPTA, or any act or omission of WCFA and/or other persons. To INDEMNIFY means to agree to assume the liability in a situation thereby relieving the other party of responsibility.

**PHOTOGRAPH INTERVIEW RELEASE AND INDEMNITY AGREEMENT:** In future consideration describe in this agreement, I GRANT PERMISSION to be PHOTOGRAPHED or INTERVIEWED in connection with the WCFA and/or the Event. I understand that any such photograph or interview may be used by television, film, video, visual, graphic or printed media to demonstrate the nature of the WCFA and/or the Event and to further the aims of the WCFA and/or the Event. I agree to RELEASE and INDEMNIFY the WCFA for any NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENCE PER SE, STRICT LIABILITY and/or LIABILITY under the DPTA, or any act of omission of WCFA, and/or other persons, including, but not limited to losses, claims, demands, causes of action, cost of defense or settlement, related to the usage of such photographs or interviews by the WCFA and/or the Event.

## DRUG CERTIFICATION

We, the junior exhibitor and parent/guardian, certify that we have not administered to this entry any substance not approved by the Food and Drug Administration (FDA) and/or the U.S. Department of Agriculture (USDA) for consumption animals. We certify that we 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 consumption animals.

This entry is not, nor will it be, within any withdrawal time relative to the administration of any drug, chemical or feed additive approved by the FDA and/or the USDA by the time the animal(s) is officially weighed in by the Show.

If an animal required 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 Show veterinarian, but the official Show 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 Show and the medication administered exceeds 15 days withdrawal time, the animal(s) will be disqualified and not allowed to be shown. If the disqualified animal is a junior market steer or junior market poultry, the animal(s) **MUST** be immediately removed from the Show grounds by the exhibitor. Sifted and non-placing barrows and lambs will be sold as condemned if the animal(s) is under any withdrawal requirement. Should a placing animal(s) receive treatment requiring a 15 day or less withdrawal period, the Washington County Fair Association will feed the animal for the duration of the withdrawal period with a charge to the exhibitor for the feed. The undersigned hereby releases the Show from any damages which might arise out of such feeding.

The Washington County Fair Association 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 animal producing a sample having a quantity of diuretic or unapproved medication of any kind may forfeit all rights and privileges to exhibit livestock in the future at the Washington County Fair.

We, the junior exhibitor and parent/guardian, agree that this Release and Indemnity and Drug Certification 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 a Texas State Court in Washington County, Texas. We agree to the terms and conditions above, and acknowledge receipt of this agreement. We further certify that we have read, understand and will abide by all the rules and regulations of the Washington County Fair Association, the Texas Animal Health Commission Rules, the Junior Livestock Division Rules, and the appropriate Show Rules as published in the official Washington County Fair Junior Livestock Catalog.

_____ Date	_____ Print Exhibitor Name	_____ Signature of Exhibitor
_____ Date	_____ Print Parent/Guardian Name	_____ Signature of Parent/Guardian