

EXHIBITOR AND VISITOR LIABILITY WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE DECIDING WHETHER YOU WISH TO SIGN. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. IT IS ALSO AN ASSUMPTION OF CERTAIN OTHER LEGAL RESPONSIBILITIES.

This Release and Waiver of Liability (the "Release") executed on the 31 day of May, 2020 by _____ ("Visitor") release The Uff Da Classic & Branded Show Gear Classic ("Host") and any and all related persons or entities, and each of his successors, assigns, employees, agents and staff. Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Visitor and Host hereby agree as follows:

Visitor desires to participate, view, or compete in livestock show and services provided by Host (Host's "Event") and Visitor, by signing this agreement, agrees that:

1. I, Visitor, recognize that there is a significant element of risk involved in handling animals and livestock.
2. I recognize that Host is not able to perfectly control the risks associated with handling animals and livestock and that I am accepting the risks associated with attending Host's Event where animals and livestock will be present.
3. I recognize that there may be significant risks associated with social gatherings and attending livestock events following the COVID-19 Pandemic.
4. I recognize that Host is not able to perfectly prevent the spread of the COVID-19 virus and that I am accepting the risks associated with interacting with other persons by attending Host's event.
5. I state that I am aware of, agree to comply with, and hold Host harmless regarding all rules, procedures, and requirements imposed by Host in attempting to enforce social distancing and adhere to COVID-19 regulations.

Further, I, Visitor agree, on my behalf and on behalf of my heirs, beneficiaries, legal representatives, successors and assigns, to the following:

Waiver and Release: I, the Visitor, for myself and my heirs, executors, administrators and assigns, hereby release, waive, discharge and hold harmless, Host and its successors, assigns, employees and agents from any and all liability, claim and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from the services I provide to Host. I understand and acknowledge that this Release discharges Host from any liability or claim that I may have against Host with respect to bodily injury, personal injury, illness, death, property damage, or any other claim that may result from the livestock events and services Host provides to me.

Assumption of Risks. I am fully aware that animals and livestock are or may be dangerous. I understand there are unique risks and inherent dangers associated with coming into contact with such animals and livestock and I run the risk of personal injury or even death. Despite the unique risks and inherent dangers associated with coming into contact with these animals, I freely accept and fully assume any and all risks, dangers and hazards that may occur including, but not limited to, personal injury, illness, death, property damage or loss, whether caused in whole or in part by the ordinary negligence (active or passive) or conduct (intentional or unintentional) of Host.

Promise Not to Sue. I will not sue, or otherwise make any claims against, Host or any of its members, officers, directors, employees, agents, lessors, contractors or volunteers, for any personal injury, illness, death, property damage or loss I may sustain as a result of my activities at Host's Event, whether caused in whole or in part by the ordinary negligence (active or passive) or conduct (intentional or unintentional) of Host, or any of its members, officers, directors, employees, agents, lessors, contractors or volunteers.

Promise to Indemnify. I agree to indemnify, defend and hold Host, and its members, officers, directors, employees, agents, lessors, contractors and volunteers, harmless from and against any and all damages, claims, liabilities, demands, causes of action, judgments, settlements, losses, costs or expenses (including attorneys' fees or medical expenses) arising out of any personal injury, illness, death, property damage or loss to anyone else which occurs as a direct or indirect result of my activities at Host's Event, or my actions or failure to act while participating in Host's activities.

Medical Treatment: I hereby release and forever discharge Host from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a Visitor with Host.

Assumption of Risk: I understand that the services I provide to Host may include activities that may be hazardous. As a Visitor, I hereby expressly assume risk of injury or harm from these activities and release HOST from all liability.

Other: As a Visitor, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin and that this Release shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

Compliance with Applicable Laws. I agree to comply with all applicable federal, state and local laws, ordinances and regulations governing the care of animals on Host's property and Host's facility. I further agree to comply with all Host's rules, policies and practices. I further agree to comply with all applicable federal, state, and local laws, ordinances, and regulations pertaining to the prevention and containment of the COVID-19 virus. I understand if I fail to comply with the provisions of this paragraph, I may no longer be able to participate in Host's activities and may be asked to leave the property.

Permission Limited and Revocable. Permission granted by this Agreement for the Visitor to enter upon, use and remain upon the premises of Host's Event for the purpose of engaging or participating Host's Event is conveyed solely to Visitor and said permission may not be transferred, assigned, or used by any other person or organization other Visitor. Permissions granted for Host's Event may be terminated or revoked at any time.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT I HAVE THE RIGHT TO REQUEST DIFFERENT RELEASE OF LIABILITY TERMS BY NEGOTIATING A SEPARATE AGREEMENT. HOWEVER, BY SIGNING THIS RELEASE, I WAIVE THE RIGHT TO NEGOTIATE DIFFERENT TERMS AND AGREE TO THE TERMS CONTAINED HEREIN. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES FOR DAMAGES STEMMING FROM NEGLIGENT ACTS, AS DESCRIBED IN THE ABOVE TEXT.

By signing this Release, I certify that I have read this release and fully understand it and that I am not relying on any statements or representations of any of the released parties.

Signature: _____ **Date:** _____ **Print Full Name:** _____

FOR MINOR PARTICIPANTS

The above-signed represents and warrants to Host that the undersigned is the Parent/Legal Guardian of _____ (print name) (the "Minor Participant") with date of birth ____/____/____. The undersigned further represents and warrants to Host that the undersigned has the full power, authority, capacity, and right, without limitation, to enter into, execute, deliver, and/or perform this Waiver and Release, (this "Agreement") on behalf of the Minor Participant.

The above-signed, individually and on behalf of the Minor Participant, acknowledges and agrees that the above-signed and the Minor Participant agree to and be bound by the forgoing, in its entirety and hereby, again represents, warrants, acknowledges, and agrees that: (a) the undersigned, individually and on behalf of the Minor Participant, is fully aware of the inherent risks associated with equine activities and livestock activities at Host's Event; and (b) the Minor Participant, through his/her engagement or participation in an equine activity or livestock activity at Host's Event, will be exposed to the inherent risks associated with equine activities and/or livestock activities at the Center.

The above-signed acknowledges, understands, and agrees that: (a) HOST IS RELYING UPON THE REPRESENTATIONS, WARRANTIES, ACKNOWLEDGEMENTS, AGREEMENTS, WAIVERS, RELEASES, AND COVENANTS MADE HEREIN BY THE UNDERSIGNED, INDIVIDUALLY AND ON BEHALF OF MINOR PARTICIPANT; and (b) HOST WOULD NOT ALLOW MINOR PARTICIPANT TO ENGAGE OR PARTICIPATE IN HOST'S EVENT WITHOUT SUCH REPRESENTATIONS, WARRANTIES, ACKNOWLEDGEMENTS, AGREEMENTS, WAIVERS, RELEASES, AND COVENANTS.

Parent/Legal Guardian Signature: _____