



2018 Oklahoma State Fair Liability Waiver:

The undersigned is participating in an event (SSMHA Fall Showcase) at the Oklahoma State Fair from September 17, 2018 to September 19, 2018 (the "Event"). In consideration for the right to participate in the Event, the undersigned, on his/her/its behalf and on behalf of his/her/its heirs, executors, administrators, next of kin, successors, affiliates, and assigns, all of whom shall be legally bound by this release and waiver, hereby knowingly, intentionally, purposively, freely, voluntarily and without duress agree as follows:

The undersigned acknowledges and understands that (i) participating in the Event is voluntary and solely for his/her/its own benefit, (ii) the undersigned is familiar with the risks and liabilities associated with the Event. The undersigned is **prepared to, and does, hereby accept any and all risks, whether known or unknown, which may arise directly or indirectly from the Event.**

The undersigned forever discharges the Indemnified Parties (defined below) from any claims that the undersigned may have against the Indemnified Parties including, without limitation, claims with respect to any bodily injury, personal injury, illness, death or property damage or loss that he/she/it may sustain as a direct or indirect result of (i) the Indemnified Parties' negligence (whether active or passive), (ii) his/her/it participating in the Event and/or (iii) any and all risks assumed by him/her/it hereunder, including any claim resulting of and from all manner of action or actions, cause or causes of action, suits, claims, demands, damages, and liability, lost cost or expense of any nature whatsoever, whether at law, in equity, or otherwise, known or unknown, fixed or contingent which he/she/it may have or hereafter have against the Indemnified Parties.

The undersigned agrees that if he/she/it, or anyone acting on behalf of the undersigned, commences, joins in, or in any way seeks relief through any action or proceeding arising out of, based upon, or relating to any of the claims released hereunder or in any way asserts against the Indemnified Parties any of the claims released hereunder, then the undersigned will pay to the Indemnified Parties, in addition to any compensatory, punitive, or other damages caused to the Indemnified Parties thereby, all attorneys' fees and costs incurred by the Indemnified Parties in defending or otherwise responding to said action, proceeding, and/or claims.

THE UNDERSIGNED UNDERSTANDS THAT BY SIGNING THIS RELEASE PARTICIPANT IS GIVING UP HIS/HER/ITS LEGAL RIGHT TO SUE THE INDEMNIFIED PARTIES AND/OR TO SEEK COMPENSATION FROM THE INDEMNIFIED PARTIES FOR ANY INJURIES AND/OR DAMAGES INCURRED BY THE UNDERSIGNED AS A RESULT OF THE ACTIVE OR PASSIVE NEGLIGENCE OF THE INDEMNIFIED PARTIES, HIS/HER/ITS PARTICIPATING IN THE EVENT, AND/OR ANY RISKS ASSUMED BY THE UNDERSIGNED HEREUNDER.

In completing and submitting this form, to the extent permitted by law, the undersigned hereby agrees to indemnify, defend, hold harmless, and covenants not to sue Oklahoma State Fair, Inc., the City of Oklahoma City, and the City of Oklahoma City Public Property Authority (and all of their officers, directors, members, managers, agents, representatives and employees, and each and every person acting by, through, under, or in concert with them, or any of them) ("Indemnified Parties") from any and all losses or expenses of any kind, civil penalties, crimes, and causes of actions (including cost for defense,

settlement and attorney fees) arising from or related to (1) death or bodily injury to any person, (2) destruction, damage, loss of theft of any property, (3) any violation of any law or (4) any other claim, cause of action, damage or expense, which results from or arises out of any act or failure to act, claim, demand or action arising from or by reason of personal injury that may occur to any associated individual(s) or animal(s) or properties entered or attending this Event being held at State Fair Park, whether caused by the actual or passive negligence of the Indemnified Parties, while the undersigned is at State Fair Park and/or competing, observing, working in, or for any purposes participating at the State Fair Park. The undersigned has read and voluntarily signs this release, waiver of liability, and indemnity agreement. If under eighteen (18) years of age, the signature of a parent or authorized guardian is required. The undersigned is aware of and understands Oklahoma Statutes, Section 50 of Title 76 pertaining to the Oklahoma Livestock Liability Limitations Act. The person submitting this, along with any entry, therein agrees to accept authority to act as agent for actual and/or recorded owner(s) of any/all animal(s) being entered, if applicable, and, in doing so, indicates acceptance of all rules, regulations, liability limitations for all individuals so named as owner, trainer, agent, exhibitor, rider, handler, groom, guest and/or showman.

This release and waiver shall be governed by and construed in accordance with the laws of the State of Oklahoma.

In the event that any provision of this release and waiver shall be held invalid, illegal or unenforceable under applicable law, the remainder of this release and waiver shall remain valid and enforceable.

The undersigned has read this Release and fully understands and voluntarily agrees to all of the terms and conditions set forth herein.

Signature: _____ Date: _____

Printed name of above: _____

Signature: _____ Date: _____

Printed name of above: _____

Signature: _____ Date: _____

Printed name of above: _____

Name of Youth under 18: _____

I certify and represent that I am the guardian or parent of the named party above, and on his or her, and my own behalf, have read this Release and fully understand and voluntarily agree to all of the terms and conditions set forth herein.

Signature of Parent/Guardian of any Youth above: _____

Date: _____