

WAIVER AND ASSUMPTION OF RISK (PARENT OR GUARDIAN FOR MINORS)

I, _____ (“Parent or Guardian of Participant”) enter into this agreement (“Agreement”) Richmond County Fair Association as a condition of _____’s (“Participant(s)”) participation in and/or attendance at the Richmond County Fair (the “Event”).

MEDIA: I hereby give permission to the rights of images/video taken of my property or myself, likeness and sound of my voice as recorded on audio or video tape without payment or any other consideration. I understand that the images or videos may be edited, copied, exhibited, published or distributed, and waive the right to inspect or approve the finished product. I also understand that any material may be used for the following purposes, including but not limited to: Social Media, Websites, Displays, Informational Documents, and Banners.

WAIVER: I agree that Richmond County Fair Association and its affiliates and each of their past, present and future owners (direct and indirect), officials, officers, directors, employees, and agents, and each of their successors and assigns (hereinafter collectively referred to as “the Releasees”) shall not be responsible for any damage, loss, illness (including but not limited to COVID-19) or injury that Participant(s) may suffer in connection with the Event. I waive all rights and covenant not to sue any Releasee for any damage, loss, illness (including but not limited to COVID-19) or injury that Participant(s) may suffer in connection with the Event—whether caused by the negligence or improper conduct of Releasees, third parties, or otherwise.

ASSUMPTION OF RISK: I understand the inherent risk and danger of the Event and the potential for injury and disease transmission (including the transmission of COVID-19) that exists when participating in or attending the Event. I assume all risk of and responsibility for any injury, illness, death, property damage, or property loss that Participant(s) may suffer in connection with Participant(s)’s participation in and/or attendance at the Event — whether caused by the negligence or improper conduct of Releasees, third parties, or otherwise. If Participant(s) become ill or injured during the Event, Releasees shall not be liable for any consequences of Releasees’ medical treatment of Participant(s) or Releasees’ decision(s) relating to Participant(s)’s medical treatment.

AGREEMENT TO INDEMNIFY: I agree to indemnify and hold harmless the Releasees from and against any and all costs, expenses, damages, claims, lawsuits, judgments, settlements, losses, and/or liabilities (including attorney fees, consultant fees, animal sampling and testing costs, and court fees) suffered by the Releasees as a result of (1) any damage, loss, illness (including but not limited to COVID-19) or injury that Participant(s) may suffer in connection with the Event; (2) Participant(s) actual or alleged conduct in connection with the Event, including without limitation any violation of Association rules or regulations; or (3) Participant(s)’s actual or alleged contraction or transmission of COVID-19 in connection with the Event.

MISCELLANEOUS: This agreement is intended to be as broad and inclusive as is permitted by applicable law. If any portion thereof is held invalid, the balance will continue in full legal force and effect. This agreement is governed by and is to be construed in accordance with the laws of the State of Virginia, without regard to conflict of laws principles. The state and federal courts for Richmond Co, Va will be the sole jurisdiction for all disputes.

REPRESENTATIONS: I have had a full opportunity to ask questions regarding the Event. I represent that Participant(s) is (are) in good physical condition, is (are) physically fit to participate in the Event, and has (have) no illness or medical condition that poses risk of harm or disability to Participant(s) or others.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS TERMS. BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS.

I VOLUNTARILY SIGN THIS AGREEMENT AND AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT CONTRARY TO THIS WRITTEN AGREEMENT HAVE BEEN MADE.

I ACKNOWLEDGE THAT, IN THE EVENT OF MY DEATH OR INCAPACITY, THIS AGREEMENT WILL BE EFFECTIVE AND BINDING UPON MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES.

Printed Name of Parent(s)/Guardian(s)

Signature of Parent(s)/Guardian(s)

Date

RICHMOND COUNTY FAIR ASSOCIATION AGRICULTURE PAVILION GENERAL RULES
To help create a safe, respectful, and family-friendly environment for all participants, animals, and guests, please follow these rules:

1. No solicitation of any kind for any reason.
2. Appropriate clothing and attire must be worn at all times.
3. Open-toed shoes are not permitted while handling animals.
4. Parking is allowed in designated areas only.
5. Alcoholic beverages and drugs are strictly prohibited. Anyone suspected of using prohibited substances will be asked to leave immediately and will forfeit participation in any remaining fair activities.
6. The use of profanity, obscene language, or disrespectful behavior is not permitted at any time.
7. Horseplay or unsafe behavior, including pushing or rough housing, is prohibited.
8. For the safety of all participants and animals, only animals being exhibited may be brought onto the event grounds.
9. Violations of these rules may result in disciplinary action, including removal from the event or fairgrounds, at the discretion of the Livestock Coordinator.

For additional information contact Michelle Harris @ (804)724-0032