

# WAIVER OF LIABILITY

In consideration of being permitted to camp on the Union County Fairgrounds (“premises”) during the Union County Junior Fair (“Fair”), the undersigned on behalf of himself or herself and such participating children and for any personal representatives, heirs, next of kin (“the undersigned”) agrees that he or she has examined the premises and facilities and/or Junior Fair programs, and the having been apprised of and understanding all risks associated with such participation, finds and accepts the same as being reasonably suited for the use or participation by the undersigned and participating children.

## COVID-19

The undersigned acknowledges that novel coronavirus (COVID-19) infections have been confirmed throughout the United States, including in the State of Ohio and Union County. The undersigned agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of the released parties if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the Union County Fair board immediately if he or she believes that the foregoing access/use restrictions may apply.

The undersigned further represents and warrants that the undersigned has not (i) returned from highly affected areas subject to a CDC Level 3 Travel Health Notice, (ii) been exposed to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) been exposed to any person with a suspected or confirmed case of COVID-19.

The undersigned agrees to follow all infection mitigation recommendations of the State of Ohio Department of Health, the Union County Health Department or the Fair Board as revised by them, including without limitation the use of facial masks and social distancing.

## ASSUMPTION OF THE RISK

The undersigned understands and appreciates there are known and unknown potential dangers of utilizing the facilities, services, and programs of the Fair and acknowledges that use by the undersigned and/or such participating children may, despite reasonable efforts to mitigate such dangers, result in injury or death, including exposure to COVID-19, which could cause quarantine or isolation requirements, serious illness, disability, and/or death.

The undersigned is also aware there are reports of human to animal or animal to human transmission of COVID-19, and the undersigned or the undersigned’s animal(s) may be exposed to and contract this disease.

The undersigned appreciates and assumes all risk of harm because of voluntary participation in the fair and assumes full responsibility for and risk of illness, bodily injury or death or property damage because of participating in or observing any program affiliated with the released parties.

## RELEASE OF ALL CLAIMS

In further consideration of being permitted to enter on the Union County Fairgrounds and participate in the fair for all purposes, including but not limited to the exhibition of fair animals, care of animals, or observation of fair events, camping, or otherwise entering onto or remaining on the Fairgrounds, the undersigned does release, waive and discharge any claim, known or unknown, and agrees not to sue:

- **Union County**, including its Board of Commissioners, elected officials, employees, volunteers, and agents, and;
- **The Union County Agricultural Society**, its directors, officers, volunteers and agents, (hereafter, “Released parties”)

The undersigned releases from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands because of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of the released parties or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment or participating in any program affiliated with the released parties.

### INDEMNIFICATION

The undersigned agrees to indemnify and hold harmless any released party from any loss, liability, damages or costs they may incur – including attorney’s fees- whether caused by the negligence or recklessness of the released parties while the undersigned is participating in or as the result of participation in any program related to the released parties.

I HAVE CAREFULLY READ AND UNDERSTAND THE FOREGOING, AND AGREE THAT NO ORAL REPRESENTATION, STATEMENT OR INDUCEMENT HAS BEEN MADE ALTERING ITS TERMS, AND;

I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE, A RELEASE OF ALL CLAIMS AND INDEMNIFICATION, AND BY SIGNING THIS DOCUMENT I GIVE UP CERTAIN LEGAL RIGHTS I MAY OTHERWISE HAVE.

IF SIGNING FOR A MINOR AS WELL AS MYSELF, I REPRESENT AND WARRANT THAT I HAVE THE FULL AUTHORITY TO SIGN FOR SAID MINOR CHILD.

Dated: \_\_\_\_\_

\_\_\_\_\_   
 Camper signature

\_\_\_\_\_   
 Camper Printed Name and DOB