

Club:

Release of Liability and Indemnity Agreement / Drug Certification Form
(ALL exhibitors must sign)

Part I

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in activities associated with the livestock show and related activities (the "Activities") produced by Oklahoma Youth Exposition, Inc. ("OYE"), the undersigned hereby enter into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT/DRUG CERTIFICATION FORM ("Agreement") as of the date set forth below.

1. ACKNOWLEDGMENT OF RISKS: The undersigned recognize and understand that there are inherent risks associated with participation in the Activities including, but not limited to bodily injury, sickness, contraction of infectious disease, and death to persons, and damage to property. The undersigned further acknowledge, understand and agree that they are liable and responsible for any and all damages to persons, livestock, and property caused by them and/or any persons (including, but not limited to, minors) under their custody, care and control that arise out of, or are related to, the undersigned's entry onto property of Oklahoma State Fair, Inc. where the Activities are held ("Premises") and participation in the Activities.

2 APPLICABILITY AND SCOPE OF RELEASES AND INDEMNITIES: For purposes of this Agreement, "Claims" shall mean any past, present and future claims, losses, costs, expenses, liabilities, demands, or causes of action, and cost of defense or settlement (including, without limitation, attorneys' fees and court costs) and "Released Parties" shall mean OYE and its present and former officers, directors, members, subsidiaries, affiliates, employees, staff, agents, volunteers, representatives, sponsors, Oklahoma State Fair, Inc., and any other person, firm or corporation bound to defend or pay judgment against them. The releases, waivers and indemnities contained in this Agreement shall apply regardless of whether the Claims arise out of (i) **NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER SE, OR STRICT LIABILITY**, of the Released Parties; (ii) personal injury, sickness, contraction of infectious diseases, death or property damage caused by, among other things, the general conditions of the Premises and the grounds where any Activities are held, animals, both wild and domestic, that may be diseased or spread disease and/or potentially dangerous, persons with firearms both on and off the Premises, and the driving or riding in any vehicles, whether belonging to the undersigned, Released Parties or other persons; (iii) acts under the Oklahoma Deceptive Trade Practices Act ("ODTPA"); (iv) acts of any other persons or guest; (v) theft burglary, assault, or other crimes; (vi) fire, water, wind, rain and/or smoke, or (vii) any other risks and hazards associated with the undersigned's entry onto the Premises and participation in the Activities.

3. RELEASE FROM LIABILITY: The undersigned hereby RELEASE, ACQUIT AND FOREVER DISCHARGE and WAIVE any and all Claims against any of the Released Parties that arise from or relate to their entry onto the Premises and participation in the Activities and agree not to sue any of the Released Parties for such Claims. Without limiting the foregoing, the undersigned agree that the Released Parties shall not be liable to them, their family, or their guests, for personal injury, property damage, or any Claims arising from or related to the undersigned's entry onto the Premises or participation in the Activities.

4. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS: The undersigned agree to INDEMNIFY and HOLD HARMLESS the Released Parties against any and all Claims arising from or related to the undersigned's entry onto the Premises and participation in the Activities. In addition, and without limiting the foregoing, the undersigned agree to INDEMNIFY the Released Parties from and against any Claims for injuries to the undersigned or to any minors under their custody, care and control, their parent/guardian or other guests, and for any Claims asserted by through or under the undersigned, arising from or related to the undersigned's entry onto the Premises and participation in the Activities. As used herein, "Indemnify" means to agree to assume the Released Parties' liability, thereby relieving the Released Parties of responsibility, and/or reimbursing them for losses or expenses as a result of Claims asserted against them.

5. PHOTOGRAPHY/INTERVIEW RELEASE AND INDEMNITY AGREEMENT: The undersigned GRANT PERMISSION to be PHOTOGRAPHED, VIDEOED or INTERVIEWED (collectively, "Media") in connection with the undersigned's participation in the Activities. The undersigned understand they shall not be compensated for the use of their name, likeness or image and that any such Media may be used in television, film, video, visual, graphic, or printed media or for endorsing, advertising or publicizing OYE or the Activities, present or future. The undersigned expressly authorize the Released Parties to use such Media of the undersigned, the undersigned's siblings, parents or other guests for such purposes. The undersigned agree to RELEASE and INDEMNIFY the Released Parties with respect to any Claims related to the Released Parties use of such Media.

6. Complete Release/Dispute Resolution:

As further inducement to OYE to permit the undersigned's entry onto the Premises and participation in the Activities, the undersigned represent that they understand that this is a complete and final release and indemnity agreement, they are freely and voluntarily entering into this Agreement, and that no representations, promises or statements made by any Released Party has influenced the undersigned in causing them to sign this Agreement. The undersigned agree that this Agreement shall be binding on their heirs, executors, successors and assigns, that this Agreement shall be governed by the laws of Oklahoma, and any dispute between the undersigned and Released Parties or regarding this Agreement shall be determined by binding arbitration in Oklahoma County, Oklahoma pursuant to the rules of the American Arbitration Association. The venue of any litigation between the parties to enforce the arbitration award, or otherwise, shall lie in the District Court of Oklahoma County, Oklahoma or the United States District Court for the Western District of Oklahoma. If any part of this Agreement is determined to be invalid or unenforceable, such invalidity does not affect the validity of the remainder of this Agreement.

Part II

The undersigned certify that they have read, understand and will abide by all rules and regulations of the OYE and further certify that they have not administered, caused to be administered, and have no knowledge that the undersigned exhibitor's livestock entries have received, any unapproved drugs, chemicals, feed additives or other substance ("Unapproved Substance") by the U.S. Food and Drug Administration ("FDA") or the U.S. Department of Agriculture ("USDA"). As breeding animals are not entering the food chain, the USDA Wholesome Meat Act, does not apply to such animals entered by an exhibitor. However, the undersigned agree that breeding animals, as well as all food animals, entered by exhibitor will be closely screened for any performance enhancing compounds including, but not limited to, steroids, diuretics, anti-inflammatories, tranquilizers and painkillers, which shall be considered an Unapproved Substance. The undersigned acknowledge that OYE has the right to condemn and/or disqualify any food animal (live or slaughtered) or non-breeding animal found to be in violation of any applicable FDA or USDA standard or rule with regard to any Unapproved Substance or that test positive for any performance enhancing substance and the undersigned agree that the exhibitor of such animal(s) shall forfeit all auction sale and/or premium money received for such animal(s) and the OYE may prohibit the exhibitor from participating in future OYE livestock shows or Activities. The undersigned agree to submit any animal (breeding or food animal) entered by the undersigned exhibitor for inspection and testing by any veterinarian appointed by the OYE and agree to have such animal immediately submitted to such tests as may be requisitioned by said veterinarian or OYE, in their discretion. OYE reserves the right to have ultrasound, DNA, blood and/or urine collected for testing pursuant to reasonable standards and protocols as determined by OYE and/or its testing veterinarian. The undersigned waive any Claims or right of action which they might have with regard to such testing, testing standards and protocol, or test results or any other action taken under this Part II, and release the Released Parties and the OYE veterinarian from any and all Claims or demands whatsoever in connection with such actions taken pursuant to this Part II.

The undersigned agree to the terms and conditions of this Agreement, and acknowledge that they have read and understand its terms.

Signature – Exhibitor	Date	Name Printed
If the person on whose behalf this Agreement is being executed is a minor, a parent or legal guardian must also execute this Agreement		

Signature – Parent/Guardian

Date _____

Name Printed

RELATIONSHIP TO MINOR