

# GREENLEE COUNTY FAIRGROUNDS

## RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

In consideration and as a condition of being permitted to enter upon, use, and remain upon the premises and facilities of the Greenlee County Fairgrounds, owned and operated by Greenlee County, for the purpose of boarding livestock, practice, performance and using the Greenlee County facilities, I (“the undersigned”) \_\_\_\_\_ and my parent(s) and/or guardian(s) \_\_\_\_\_ (if applicable) acknowledge, confirm, and agree as follows:

For the purpose of this instrument:

- a. “Large Animal Activity or Event” means any horse or cattle (equine or bovine), or any other livestock used in the performance, event, practice or related activity conducted or occurring in or about the Greenlee County Fairgrounds. For purposes of any and all activities in any way associated with the usage of Greenlee County’s facilities.
- b. “Related activity or event” includes, but is not limited to, driving, riding in or upon, boarding or exiting a vehicle or trailer; moving, lifting, loading or unloading any equipment, people, gear, tack, animal, or other items; preparing any equipment, gear, trailer or vehicle, animal, or tack or practicing for engaging or participating in the activity or event.
- c. “Property damage” means damage, destruction, and or incapacitation to any physical property, real property or chattel.
- d. “Injury” means bodily or other personal injury or death.

1. The undersigned applies to Greenlee County for permission to enter upon, use, and remain upon the premises and facilities of the Greenlee County Fairgrounds for the purpose of engaging or participating in a large animal activity or event, including any related activities or events.

2. The undersigned acknowledges and agrees that large animal, (which includes but is not necessarily limited to, Horse, Cattle, Swine, Goats, and/or Sheep) related activities are inherently dangerous and may result in death or serious injury to a participant. The inherent risks associated with large animal activities include, but are not limited to, (a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the animal’s reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) collisions with other animals or objects; or (d) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. **GREENLEE COUNTY IS NOT RESPONSIBLE FOR DEATH OR INJURY TO ANY PARTICIPANT IN A LARGE ANIMAL ACTIVITY CAUSED BY OR**

ARISING OUT OF THE INHERENT RISKS OF LARGE ANIMAL ACTIVITIES.  
GREENLEE COUNTY IS NOT RESPONSIBLE FOR THE DEATH OR INJURY OF  
LIVESTOCK THAT IS IN PARTICIPATION OF ACTIVITIES OR BOARDED ON  
GREENLEE COUNTY FAIRGROUNDS.

3. The undersigned is aware of, and agrees to fully comply with, all the rules and regulations of the Greenlee County Fairgrounds for the entry, use, and presence of the undersigned upon, on, or within the premises and facilities and engagement and participation in the said event or activity.

4. Prior to signing this release, waiver of liability, and indemnity agreement, the undersigned has had the opportunity to personally inspect the premises and facilities of the Greenlee County Fairgrounds and to make inquiries and obtain all relevant and sufficient information and advice, including legal advice, about the nature, risks, and details of above-described activity, event, or related activities or events.

5. The undersigned herewith agrees to release and waive any and every claim for liability which the undersigned may have against Greenlee County, the Greenlee County Fairgrounds, and any of the officers, employees, agents, representatives, and volunteers of Greenlee County or the Greenlee County Fairgrounds arising from any injury to the undersigned or any other person or damage to the property of the undersigned or any other person resulting from the entry, use, and presence of the undersigned on, upon, or within the premises or facilities of the Greenlee County Fairgrounds or from the engagement or participation of the undersigned in said activity or event.

6. The undersigned herewith agree and promise to indemnify and hold Greenlee County, the Greenlee County Fairgrounds and its respective officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, cause of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the undersigned and/or his/her/their officers, agents, officials, members, employees, and volunteers, or any person or persons. In addition, the undersigned agrees to repair, solely at his or her expense, all damage to Greenlee County's facilities or equipment arising out of the undersigned's use or possession of said facilities.

7. This release, waiver of liability, and indemnity agreement constitutes an exculpatory contract between the parties which will deny the undersigned the right to recover damages from Greenlee County, the Greenlee County Fairgrounds, and any of the officers, employees, agents, representatives, and volunteers of Greenlee County or the Greenlee County Fairgrounds for damages or injury which might occur from the entry, use, and presence of the undersigned on,

upon, or within the premises and facilities of the Greenlee County Fairgrounds of the engagement or participation of the undersigned in the said activity or event.

8. Permission granted by this agreement for undersigned to enter upon, use and remain upon the premises and facilities of the Greenlee County Fairgrounds is conveyed solely to the undersigned and said permission may not be transferred, assigned or used by any other person or organization other than the undersigned. Failure to comply with this restriction may result in the revocation of the permission granted under this agreement.

9. I am aware of the covid-19 pandemic and related governmental orders, directives and guidelines (collectively “directives”), including directives for frequent hand washing, social distancing and use of face masks in public locations. I am aware that this facility and the activity for which it is being used will be occurring in a public location during the covid-19 pandemic. I am aware that I could be infected, seriously injured or even die due to covid-19. I accept and voluntarily incur any and all risks or danger of bodily injury, death, property damage, loss, expense or harm which arise during or result from my entry onto or use of the premises and facilities of the Greenlee County Fairgrounds, regardless of whether or not caused in whole or in part by the alleged or actual negligence of Greenlee County, its officials, employees, representatives and volunteers.

I verify this statement by placing my initials here: \_\_\_\_\_  
Participant Parent/Legal Guardian

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT. I, THE UNDERSIGNED, ACKNOWLEDGE AND CONFIRM THAT THE DECISION TO ENTER INTO THIS CONTRACT BETWEEN MYSELF, GREENLEE COUNTY, AND THE GREENLEE COUNTY FAIRGROUNDS IS VOLUNTARY AND SIGN IT OF MY OWN FREE WILL.

AS THE PARENT(S) AND OR GUARDIAN(S) OF THE MINOR WHO WISHES PARTICIPATE IN ACTIVITIES AND USE OF THE GREENLEE COUNTIES FACILITIES I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT. I, THE UNDERSIGNED, ACKNOWLEDGE AND CONFIRM THAT THE DECISION TO ALLOW MY MINOR CHILD TO PARTICIPATE IN THE ACTIVITIES AND USE OF THE GREENLEE COUNTIES FACILITIES CONSTITUTES A CONTRACT BETWEEN MYSELF, GREENLEE COUNTY, AND THE GREENLEE COUNTY FAIRGROUNDS AND SUCH CONTRACT IS VOLUNTARY AND I SIGN IT OF MY OWN FREE WILL.

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**Participant/Releasor's Signature**

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**Date**

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**Participant/Releasor's Address**

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**Parent or Guardian's Signature**

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**Date**

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**Parent or Guardian's Address**

**IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR  
GUARDIAN MUST SIGN THIS FORM.**