

**WAIVER AND ASSUMPTION OF RISK
(ADULT)**

I, _____ (“Participant”) enter into this agreement (“Agreement”) with the Pennsylvania Youth Livestock Exposition Board, (the “Organizer”) as a condition of my participation in and/or attendance at the Pennsylvania Youth Livestock Exposition (PAYLE) (the “Event”).

WAIVER: In consideration for allowing Participant(s) to attend and/or participate in the Event, I agree that the Organizer and its affiliates and each of their past, present and future members (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 I may suffer in connection with the Event. I – for myself and my successors, heirs, and assigns – 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 I 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 I may suffer in connection with my participation in and/or attendance at the Event – whether caused by the negligence or improper conduct of Releasees, third parties, or otherwise. If I become ill or injured during the Event, Releasees shall not be liable for any illness or injury, or any consequences of Releasees’ medical treatment of me or Releasees’ decision(s) relating to my medical treatment.

COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups over certain size limits. By attending or participating in this Event, you might increase the risk that you or your family members might contract COVID-19. You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you or your family members may be exposed to or infected by COVID-19 through participation in this Event and that such exposure or infection may result in personal injury, illness, permanent disability and death.

AGREEMENT TO INDEMNIFY: I agree to indemnify and hold harmless the Releasees from and against any and all costs, expenses, damages, claims, lawsuits, judgements, settlements, losses, and/or liabilities (including attorney fees, consultant fees, animal sampling and testing costs, 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 I may suffer in connection with the Event; (2) my actual or alleged conduct in connection with the Event, including without limitation any violation of Organizer rules or regulations; or (3) my 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 Pennsylvania, without regard to conflict of laws principles. The state and federal courts for Westmoreland County, Pennsylvania will be the sole jurisdiction for all disputes, unless otherwise provided for by Pennsylvania law.

NO WAIVER BY ORGANIZER: This Agreement should not be construed to serve as a waiver of any right and/or defense by the Organizer.

REPRESENTATION: I have had a full opportunity to ask questions regarding the Event. I represent that I am in good physical condition I am physically fit to participate in and/or attend the Event, and have no illness or medical condition that poses risk of harm or disability to me or others.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND 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 Participant City, State Telephone Number

Signature of Participant Date