

# 2022 Waiver & Release of Liability Form

## Minimum Age to Participate is 16



In consideration of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as the areas to which admission to the general public spectators is prohibited), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted area or areas and all portions thereof which he/she enters and with which he/she comes in contact, and he/she does further warrant that his/her entry upon such restricted area or areas and his/her participation, if any, in the event constitutes an acknowledgement that he/she has inspected such restricted area and he/she finds and accepts the same as being safe and reasonable suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about restricted areas and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave restricted area(s):

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO BRING SUIT AGAINST the San Joaquin Asparagus Festival, Tony Noceti, Noceti Group, Inc., the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, volunteers and employees all for the purpose herein referred to as "releases", from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any and all damage, and any claim or demands caused by the negligence of the releases or otherwise while the undersigned is in or upon the restricted areas, and/or, competing, officiating in, observing or working for, or for any purpose participating in the event.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the participating in the event and whether caused by the negligence of the releases or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releases or otherwise while in or upon the restricted and/or while competing, officiating, or working for, or for any purpose participating in the event.
4. EACH OF THE UNDERSIGNED further expressly acknowledges and agrees that the activities at the event and in the restricted areas are dangerous and involve risk of serious injury, and/or death, and/or property damage.
5. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity which the event is conducted and that if any position thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

This waiver and release and indemnification agreement specifically embraces each and every event sanctioned, authorized or promoted by said releases during the entire season and applies to each and every event, or activity herein above mentioned, and has the same effect as if executed after each and every activity or event in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event herein above described.

The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions which the Noceti Group, Inc. (the "Organization") adheres to comply. In consideration of my participation in the foregoing, the undersigned acknowledge and agree to the following: I am aware of the existence of the risk on my physical appearance to the venue and my participation in the event of the Organization that may cause injury or illness such as, but not limited to Influenza, MRSA or COVID-19 that may lead to paralysis or death. Following the pronouncements above I hereby declare the following: I am fully and personally responsible for my own safety and actions while and during my participation and I recognize that I may be in any case be at risk of contracting COVID-19. With full knowledge of the risks involved, I hereby release, waive, discharge the Organization, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19. I agree to indemnify, defend, and hold harmless the Organization from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19. By signing below I acknowledge that I have read the foregoing Liability Release Waiver and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent; if I am sixteen (16) or seventeen (17) years old my parent/guardian gives consent; That I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed; that I give my voluntary consent in signing this Liability Release Waiver as my own free act and deed with full intention to be bound by the same, and free from any inducement or representation.

I HAVE READ & AGREE TO THIS RELEASE

Print: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

If participant is under 18, a parent/legal guardian must agree & sign:

Parent/Legal Guardian Print: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ORGANIZATION NAME: \_\_\_\_\_