SULLIVAN COUNTY AGRICULTURAL SOCIETY EVENT PARTICIPATION AGREEMENT

PLEASE READ THIS CAREFULLY BEFORE SIGNING THIS CONTAINS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS

In consideration of permission from the Sullivan County Agricultural Society to participate in the following event(s) at the Sullivan County Fairgrounds (check all that apply)

 \Box tractor pull \Box horse/pony pull \Box kiddie demolition derby \Box truck pull \Box demolition derby \Box garden tractor pull (jointly and severally, the "event"), I agree to the following:

- I acknowledge that participating in the event poses inherent risks, hazards, and dangers to me, and that those risks, hazards, and dangers cannot be eliminated, particularly given the spontaneous nature of the event and the object of the event. I understand that these risks include, by way of example and without limitation: a. The risk of collision with motor vehicles;
 - b. The risk of exposure to gasoline or other volatile motor fuels;
 - c. The risk of fire and/or explosion;
 - d. The risk of flying debris or other missiles;
 - e. The risk of the failure of a motor vehicle;
 - f. The risk that other participants are not adequately skilled;
 - g. The risk that other participants will not obey applicable rules, regulations, or laws;
 - h. The risk of injury, death, or disease from an animal;
 - i. The risk of entrapment in, on, or under a motor vehicle; and
 - j. The risk posed by lack of a hospital in Sullivan County.
- 2. I understand that participating in the event may require good physical conditioning and a degree of skill, experience, and knowledge. I believe that I have the good physical conditioning and the degree of skill, experience, and knowledge necessary for me to participate in the event safely.
- 3. My participation in the event is purely voluntary. No one has forced me to participate in the event. I have elected to participate in spite of the risks.
- 4. I release and forever discharge and hold harmless the Sullivan County Agricultural Society, its officers, directors, members, employees, agents, associates, sponsors, servants, and volunteers, from any and all liability, claims, actions, causes of action, expenses, and demands of whatever kind or nature, either in law or in equity, which may arise, directly or indirectly, from my participation in the event, including but not limited to liability, claims, and demands for INJURY, PARALYSIS, ILLNESS, DEATH, OR PROPERTY DAMAGE.
- 5. I release and forever discharge and hold harmless the Sullivan County Agricultural Society, its officers, directors, members, employees, agents, associates, sponsors, servants, and volunteers, from any claim whatsoever which may arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during or after my participation in the event.
- 6. I expressly assume the risk of injury or harm from participation in the event.
- 7. This release shall be binding upon my heirs, personal representatives, guardians, executors, administrators, subrogees, family members, and next of kin.
- 8. This release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania. This release is governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. I agree that in the event that any clause or provision of this event is deemed invalid, the enforceability of the remaining provisions of this release shall not be affected.

By signing below, I express my understanding and intent to enter into this participation agreement willingly and voluntarily.

Signature

Age

Date

Print Name

If participant is under the age of 18, a parent or legal guardian must read and sign this participation agreement. By signing, the parent or legal guardian expresses his/her understanding and intent to enter into this release and waiver of liability, and ratifies the participation agreement on behalf of the minor participant.