

RELEASE OF LIABILITY

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of interactive games organized by Morton County Fair Association (MCFA) and/or use of the property, facilities and services of MCFA, I agree for my self and my child (if applicable) to the following:

_____ (*Initial Here*) **CONSENT AND ACKNOWLEDGEMENT.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by MCFA or the employees, representatives or agents of MCFA. I certify that I have explained the MCFA rules to any child listed in this waiver. I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child from the MCFA Foosball Tournament. I certify that I and/or my child are physically able to participate in all activities at the MCFA Foosball Tournament without aid or assistance. I agree to pay for all damages to the facilities of MCFA caused by any negligent, reckless, or willful actions by me or my child. I consent to allow MCFA the right, without reservation or limitation to photograph, videotape, and/or record me and/or my child and to use my or my child's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials.

I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that MCFA has offered to refund any fees I have paid to play in the MCFA Foosball Tournament if I choose not to sign this agreement. This agreement and each of its terms are the product of an arms' length negotiation between the parties. In the event any ambiguity is found to exist in the interpretation of the agreement, or any of its provisions, the parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision as the case may be and such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

_____ (*Initial Here*) **ASSUMPTION OF THE RISKS AND WAIVER.** I recognize that there are certain known and unanticipated risks associated with interactive games and I assume full responsibility for personal injury to myself and (if applicable) my child, and I hereby waive, release and discharge any and all claims for damage for personal injury, death or property damage which I may have, or which may hereafter accrue to me, as a result of participation in activities at said event. This release is intended to discharge in advance MCFA, its officers, employees and agents from any and all liability arising out of, or connected in any way with, my participation in activities at Morton County Fair. EXCEPT IN THE EVENT OF MCFA GROSS NEGLIGENCE AND WILLFULL AND WANTON MISCONDUCT. I SHALL NOT BRING ANY CLAIMS, DEMANDS, LEGAL ACTIONS AND CAUSES OF ACTION, AGAINST MCFA FOR ANY ECONOMIC AND NONECONOMIC LOSSES DUE TO BODILY INJURY, DEATH, PROPERTY DAMAGE SUSTAINED BY ME AND/OR MY MINOR CHILD THAT ARE IN ANY WAY ASSOFCIATED WITH MCFA.

It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and defend MCFA against all claims, causes of action, damages, judgements, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my child's use of or presence upon the facilities of MCFA.

_____ (*Initial Here*) **MEDICAL AUTHORIZATION.** In the event of an injury to myself or a minor Participant while at Morton County Fair, I give my permission to MCFA or to its employees, representatives or agents, to arrange for all necessary medical treatment for which I shall be financially responsible. I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. This temporary authority shall be valid for one year from the date of this waiver. MCFA shall have the following powers to: a) seek appropriate medical treatment or attention on behalf of myself and/or my child as may be required by the circumstance, including without limitation that of a licensed medical physician and/or a hospital; b) authorize medical treatment or medical procedures in an emergency situation; and c) make appropriate decisions regarding clothing, bodily nourishment and shelter.

_____ (Initial Here) **DISPUTE RESOLUTION.** Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction. Any legal or equitable claim that may arise from participation in the above shall be resolved under North Dakota law. I, ON BEHALF OF MYSELF AND/OR MY CHILD, HEREBY WAIVE ANY RIGHT I AND/OR MY CHILD MAY HAVE TO A TRIAL AND AGREE THAT SUCH DISPUTE SHALL BE BROUGHT WITHIN ONE YEAR OF THE DATE OF THIS AGREEMENT.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I ACKNOWLEDGE THAT ALL PROVISIONS ARE APPLICABLE FOR ONE YEAR FROM THE DATE OF MY SIGNATURE ON THIS DOCUMENT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

CONSENT OF PARENT/GUARDIAN (If Participant is a minor) I am the parent or legal guardian of the participant listed below. I hereby consent that the participant may participate in activities at this, or any other MCFA event and I hereby execute the Agreement, Waiver and Release on his/her behalf. I hereby affirmatively state that the said participant is physically able to participate in said activity. I hereby agree to indemnify and hold the persons and entities mentioned above free and harmless from any loss, liability, damage, cost or expense that they may incur as a result of the death or any injury or property damage that said participant may sustain while participating in activities at any such MCFA event.

Signature of Parent/Guardian (if applicable)

Date

Signature of Participant

Date

Participant Name *(first and last name)

Email Address

Participant DOB* (XX/XX/XXXX)

Phone* (XXX-XXX-XXXX)

Emergency Contact's Name* (first and last name)

Emergency Contact's Phone* (XXX-XXX-XXXX)

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING, THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND MCFA AND I SIGN IT OF MY OWN FREE WILL. In addition, I am aware that including my email address may result in receiving emails from MCFA.

Signature of Responsible Party
* (participant or parent/guardian)

Date