

VOLUNTEER AGREEMENT AND RELEASE

ACKNOWLEDGEMENT OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. BY WRITING YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE DISCLOSURES OF RISKS, VOLUNTARILY ACCEPT THOSE RISKS, AND AGREE TO BE BOUND BY ALL TERMS OF THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

My signature below acknowledges that I or the minor for whom I am the parent or legal guardian (collectively referred to as "I", "me", or "my") have voluntarily chosen to participate in volunteer activities (hereinafter the "Activities") for the STATE FAIR OF TEXAS ("SFT") in the _____ Department (hereinafter the "Event") and to use the property and facilities of the SFT and/or the City of Dallas, including Fair Park and all of the fairgrounds, buildings, greenhouses, walkways, thoroughfares, common areas, parking lots and amenities (collectively referred to as the "Facilities"). In consideration for SFT permitting me to participate in the Activities and use the Facilities for the Event, I hereby acknowledge, agree, promise and covenant on behalf of myself, my heirs, assigns, personal representatives and estate with SFT, City of Dallas, Fair Park First, Global Spectrum, L.P. d/b/a OVG360, each of their lessors, licensees, sponsors, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their officers, directors, employees, trustees, elected and appointed officials, representatives, managers, agents and principals, past and present, and each of them (collectively referred to as "Releasees") as follows:

ACKNOWLEDGEMENTS OF RISKS: I UNDERSTAND AND ACKNOWLEDGE that the Activities in which I am about to voluntarily engage bear certain **known risks and unanticipated risks** that could result in PHYSICAL OR MENTAL INJURY, DEATH, ILLNESS OR DISEASE, OR DAMAGE to me or my property. I **understand and acknowledge those risks** may result in claims against Releasees. However, I am making an informed choice to voluntarily accept such risks in exchange for the opportunity to participate in the Activities, and I agree that the benefit of the Activities outweigh the risks, which include but in no way are limited to: (1) **the acts, omissions or negligence in any degree of Releasees**; (2) the risks inherent in the Activities, including but not limited to any injuries such as (a) broken bones, (b) dislocations, (c) torn ligaments and tendons, (d) sprains and strains, (e) cuts to the head, hands, body and/or limbs, (f) back injuries, and (g) bumps and bruises suffered while performing the Activities; (3) latent or apparent defects or conditions of the Facilities; (4) improper or inadequate instruction or supervision regarding the Activities or use of the Facilities; (5) the behavior of patrons, participants, co-volunteers or others; (6) accidents or incidents at the Facilities; (7) criminal acts, riots, civil unrest or terrorism; (8) exposure or potential exposure to sickness, illness, harmful bacteria, viruses, or other infectious viruses or diseases; and/or (9) first aid, emergency treatment or services rendered or failed to be rendered by Releasees, or their contractors, agents or employees. I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, **anticipated or unanticipated**, may also result in injury, death, illness, infection, disease, or damage to me or to my property. I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, symptoms, illness, disease or disablement which would or could potentially affect my performance of the Activities or use of the Facilities, or harm any patrons, participants, co-volunteers or others.

VOLUNTARY ACCEPTANCE AND ASSUMPTION OF RISK AND RESPONSIBILITY: I EXPRESSLY AND VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES, AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE OR DAMAGE to me or to my property arising from participation in the Activities or use of the Facilities.

VOLUNTARY AGREEMENT NOT TO CONSUME ALCOHOL: I agree not to consume alcoholic beverages or use any controlled substances at any time while engaged in my duties as a volunteer or participating in the Activities.

RELEASE AND INDEMNITY: I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE Releasees and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with the participation in the Activities and/or use of the Facilities, **including, but specifically not limited to, any and all negligence or fault of Releasees**. I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER and will apply to all current and future participation in the Activities and/or use of the Facilities. I understand that this RELEASE OF LIABILITY will prevent me, my child, my heirs or my estate from bringing any action at law, suit in equity, or other jurisdictional proceeding or making any claim for damages, injury, illness or death in the event of damage, injury, illness or death arising from participation in the Activities and/or use of the Facilities.

I FURTHER AGREE, PROMISE AND COVENANT TO INDEMNIFY AND HOLD HARMLESS Releasees, and all other persons or entities **from all defense costs, including attorneys' fees, or any other costs incurred in connection with claims for mental or bodily injury, illness, wrongful death or property damage that may be filed by me, my child, my heirs or my estate. Such indemnity and defense obligations shall further extend to any claim, loss or lawsuit, which alleges that I negligently or intentionally caused any injury, illness, death or damage to patrons, participants, co-volunteers or other third parties in the course of my participation in the Activities.**

INSURANCE: I certify that I have adequate insurance to cover any injury, illness or damage I may cause or suffer while participating in the Activities or using the Facilities, or else I agree to bear the costs of such injury, illness or damage myself. I further certify that I can perform the essential functions of the job required for the Activities and I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any injury, illness or damage I may cause or suffer.

RELEASE OF ALL RIGHTS RELATED TO MY AUDIO, VIDEO AND PHOTOGRAPHIC IMAGE: I hereby agree to a blanket release and disclaimer of all rights related to my identity, name, likeness, appearance, voice, and professional and biographical information, including any audio, video and/or photographic images, that may arise out of my participation in the Activities, use of the Facilities or appearance at the Event. I understand that this release includes any and all marketing, promotion, publishing or advertising that may occur anywhere and anytime on any media, now known or later developed and used by Releasees. Further, I hereby grant full permission for Releasees and hereby irrevocably permit, authorize, and license the Releasees and any of their licensees, sub-licensees, subcontractors, and/or agents to identify me by name and use my identity, name, likeness, appearance, voice, and professional and

biographical information in all materials created by or on behalf of SFT in association with the Event, Activities or Facilities, including without limitation any audio, video, photographs, motion pictures, TV broadcasts and promotions, radio broadcasts and promotions, internet websites, streaming media, social media, webcasts, recordings, digital media and other media, now known or later developed, and to use them in perpetuity, no matter by whom taken or recorded, in any manner for publicity, promotions, advertising, trade or commercial purposes, without any reimbursement of any kind due to me, or the need to pay me any fee whatsoever. Releasees shall have the exclusive right, but not the obligation, worldwide and in perpetuity to use and to license others to use all or any portion of the audio, video, or photographic images that may arise out of or in connection with my participation in the Activities or appearance at the Event. I agree that Releasees will be the exclusive owner of all rights, including but not limited to the copyrights, in and to the audio and video recordings, photographic images, subsequent broadcasts thereof, and the results and proceeds of my participation hereunder (collectively referred to as the "Materials"). I agree that the Materials shall constitute a "work made for hire" pursuant to the United States Copyright Act. To the extent any of the Materials are not considered a "work made for hire," I hereby assign all rights in the Materials to Releasees. Such assignment shall be deemed irrevocable and coupled with an interest.

ENTIRE AGREEMENT, SEVERABILITY AND VENUE: I understand that this is the entire agreement between the undersigned and Releasees, and that it cannot be modified or changed in any way by the representations or statements of Releasees or any employee or agent of Releasees, or by the undersigned. I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in a court in the County of Dallas, State of Texas. Any disputes will be subject to and determined under the laws of the State of Texas.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the Activities or use of the Facilities, I may be found by a court of law to have waived my right to maintain a lawsuit against Releasees on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

PRINT FULL NAME: _____

ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE

Date: _____

IF THE VOLUNTEER IS UNDER AGE 18, PARENT/GUARDIAN MUST READ AND SIGN THE FOLLOWING:

AFFIDAVIT OF PARENT OR LEGAL GUARDIAN

I, the undersigned, declare that I am the parent of, or the legal guardian of, the below named minor, and have the capacity to execute documents on behalf of such minor. I understand that as a condition to participate in the Activities (as defined above) and use the Facilities (as defined above) the parent or legal guardian of the minor participant must sign certain legal documents, including but not limited to this Affidavit and Volunteer Agreement, Acknowledgement of Risks, Release of Liability and Indemnity Agreement. I am signing this document, freely, without any fraud or duress, and acknowledge that I have read and understand the same. By signing below, **I hereby consent to and approve in all respects** the terms and conditions of this document and agree that both the minor and I shall be bound by all of its terms and conditions. I understand that this consent and approval is not revocable. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Releasees** (as defined above), **from all liabilities and claims that arise in any way from any injury, illness, death, loss or harm that occurs to the minor child** during the Activities or in any way related to the Activities or use of the Facilities. **This includes any claim of the minor and any claim arising from the negligence of the Releasees.**

In the event that it is determined that I am not the parent or legal guardian of the minor, or did not have the legal capacity to execute the documents on behalf of said minor, then I agree to **DEFEND AND INDEMNIFY the Releasees (as defined above), if any litigation is instituted, as a result of any injury or death or claim for damage arising out of, relating to, or in any way connected with the minor's participation in the Activities or use of the Facilities.** I understand that this indemnity provision is in addition to (and not in lieu of) any other indemnity provision found in this document.

Minor Volunteer's Legal Name (please print): _____

Legal Parent/Guardian Name: _____

Legal Parent/Guardian Signature: _____

Date: _____