

# PARTICIPANT WAIVER - JUNIOR FAIR

## COVID-19 WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT THE GREAT GEAUGA COUNTY FAIR/GEAUGA AGRICULTURAL SOCIETY

Participant (Please Print)

Name: \_\_\_\_\_

IN CONSIDERATION for being permitted to participate in **The Great Geauga County Fair (hereafter “The Fair”)** provided by **Geauga County Agricultural Society**, I, on behalf of myself and all persons and entities claiming by, through or under me hereby acknowledge, agree and represent that I have inspected and carefully considered the grounds, premises, and facilities, and I find and accept the same as being reasonably suited for my use and/or participation in activities provided at **The Fair**.

I understand and acknowledge that **Geauga County Agricultural Society** cannot guarantee my safety or immunity from infection. There are known vaccines for COVID-19. The mode by which COVID-19 is transmitted or how long it remains on surfaces or in the air is not entirely known. I fully understand, acknowledge, and appreciate these facts and the uncertainty of the virus and how it may impact my health. I knowingly and voluntarily assume all risks associated directly or indirectly with participating in any activity at **The Fair**, including events at **The Fair**, traveling to and from **The Fair**, entering and exiting **The Fair**, camping at **The Fair**, using equipment at **The Fair**, interacting with other persons at or around **The Fair**, and/or using facilities within **The Fair’s** premises, including restrooms (collectively, the “Voluntary Activity”). With this understanding, **I knowingly and voluntarily waive and release the Geauga County Agricultural Society, The Fair, and/or their respective directors, officers, employees, volunteers and agents (collectively, the “Releasees”), from any and all present and future claims of any type, including for any harm or loss, economic loss, personal injury, disease, death and property damage suffered by me. I agree to indemnify and hold harmless, and covenant not to sue, the Releasees for any personal injury, death, medical expenses, disability, loss of capacity, property damage, court costs, attorneys’ fees, and/or other loss, including arising out of or related, whether directly or indirectly, to any Voluntary Activity.**

I represent and attest that:

1. I am not experiencing any symptoms of illness. I do not have a fever or cough and am not experiencing shortness of breath. If I develop any of these symptoms, or if I have a suspected or diagnosed case of COVID-19, I agree that I will not attend or participate in any activities at **The Fair**, or otherwise enter or be physically present at **The Fair**.
2. I agree to follow any and all safety protocols that have been or will be implemented by the **Geauga County Agricultural Society**, including those that are posted at **The Fair** and those that are sent to me electronically including by text message, SMS and/or email, as well as those posted on the website or Facebook Page for **The Fair**. I acknowledge that the **Geauga County Agricultural Society** may change these protocols at any time, and I agree to abide by any and all such changes.
3. I do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19.
4. I have not been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities.
5. I am and will continue to follow recommended guidelines as much as possible, including practicing social distancing, trying to maintain separation of six feet from others and otherwise limiting by exposure to COVID-19.

6. I will not visit **The Fair** or **The Fair** facilities, services and/or programs of **The Fair** within 14 days after (i) returning from a highly impacted area subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, and/or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. I agree to regularly check the CDC Travel Health Notices including those listed at the following site: (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) before using **The Fair**, attending activities or camping at **The Fair**, or otherwise participating in services and/or programs available at **The Fair**.

7. I agree to notify the any employee of the **Geauga County Agricultural Society** immediately if I believe that I am experiencing any symptoms of COVID-19 and/or if I have a suspected or diagnosed case of COVID-19.

I fully understand and appreciate both the known and potential dangers of using **The Fair**, its facilities, equipment, services and programs and acknowledge that the use thereof by me may, despite the **Geauga County Agricultural Society's** reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

I agree and acknowledge that use of **The Fair** and its facilities and services may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death and/or property damage. I HEREBY ASSUME FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY DEATH OR PROPERTY DAMAGE to me, including due to negligence, active or passive, or otherwise while in, about or upon the premises of **The Fair** and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with **The Fair**. I acknowledge that any illness or injuries that I contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and I waive any claim in respect thereof.

I further expressly agree that the foregoing COVID-19 WAIVER OF LIABILITY, ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE RELEASES IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGES, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT THE FAIR OR AT ANY PROGRAM AND ALL ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS AND IS BINDING ON ME, MY HEIRS, FAMILY, ESTATE, REPRESENTATIVES AND ASSIGNS.

**I HAVE READ AND UNDERSTAND THE TERMS OF THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND AGREE TO ITS TERMS**

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_  
**(if under 18, must be signed by parent or guardian)**

**Date:** \_\_\_\_\_