

EASTERN NEW MEXICO STATE FAIR

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT/DRUG CERTIFICATION FORM

All Exhibitors Must Sign Before Junior Entry Becomes Valid

Part I

As valid consideration for entry into and participation in activities (the "Activities") with the Eastern New Mexico State Fair ("ENMSF"), the undersigned hereby enter into this **RELEASE OF LIABILITY AND INDEMNITY AGREEMENT/DRUG CERTIFICATION FORM** (this "Agreement").

1. **Right to Refuse Entry:** ENMSF Junior Livestock Show and ENMSF reserve the right to refuse entry to any Exhibitor or Contestant.
2. **Acknowledgment of Risks:** The undersigned recognize and understand there are risks associated with entry into and participation in the Activities including, but not limited to, bodily injury or death, and damage to property or privacy rights. The undersigned further acknowledge that they will be liable for all damage to persons, livestock, or property that is caused by them or any persons (including, but not limited to, minors) under their care and control, and that arise out of, or are related to, the undersigned's entry into and participation in the Activities. **A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES.**
3. **Release from Liability:** The undersigned hereby RELEASE, ACQUIT AND FOREVER DISCHARGE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ENMSF, its present and former directors, officers, employees, agents and representatives and the respective heirs, administrators, executors, successors, and assigns and any other person, firm, or corporation (collectively, the "ENMSF Parties" or individually, an "ENMSF Party") from any and all claims, causes of action, suits and/or demands for personal injury, death or property damage, accrued or to accrue in the future, known or unknown, (collectively, "Claims") relating to or arising out of any negligent, grossly negligent and/or intentional or unintentional acts on the part of the undersigned in connection with entry into and participation in the Activities. Without limiting the foregoing, the undersigned agree that the ENMSF Parties shall not be liable to them, their family, heirs, administrators, executors, or assigns for Claims arising from or related to the undersigned Exhibitor's entry into and participation in the Activities.
4. **Agreement to Indemnify and Hold Harmless:** **THE UNDERSIGNED AGREE TO RELEASE, ACQUIT AND FOREVER DISCHARGE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE ENMSF PARTIES AGAINST THE CONSEQUENCES OF THE ENMSF PARTIES' ACTIONS, REGARDLESS OF WHETHER SUCH ACTION WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS;** provided, however, that the duty of the undersigned to defend, indemnify and hold harmless the ENMSF Parties shall extend only to Claims arising directly or indirectly from the undersigned Exhibitor's entry into and participation in the Activities. As used herein, "**INDEMNIFY**" means to agree to assume the ENMSF Parties' liability in a situation, thereby relieving them of responsibility and/or reimbursing the ENMSF Parties for Claims asserted against them.
5. **Photograph/Interview Release and Indemnity:** The undersigned GRANT PERMISSION to be PHOTOGRAPHED or INTERVIEWED in connection with the Activities. The undersigned understand that photographs or interviews may be used by ENMSF for television, film, video, visual, or printed media. The undersigned agree to RELEASE and INDEMNIFY ENMSF from any Claims related to photographs or interviews by the ENMSF Parties or any media.
6. **New Mexico Law and Arbitration:** The undersigned understand that this Agreement shall be binding on their heirs, executors, successors, and assigns, that the Agreement will be governed by the laws of New Mexico, and that jurisdiction and venue for any dispute regarding this Agreement shall lie in the State Court in Chaves County, New Mexico. If any part of this Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of this Agreement. This Agreement controls notwithstanding any conflicting terms or conditions of any other agreement between the parties. The undersigned agree to these terms and conditions and acknowledge receipt of this Agreement. ENMSF may require that all claims or disputes between Exhibitor and/or his/her parent or guardian and ENMSF and/or its agents, officers, directors, volunteers, members, and assigns, in any way arising out of or related to this Agreement, shall be decided by binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the Federal Arbitration Act, 9 U.S.C. 1, et seq. and in accordance with the Commercial Arbitration Rules of the AAA that are in effect at the time the demand for arbitration is filed, unless the parties mutually agree otherwise in writing. The decision of the arbitrator(s), which shall state findings of fact and conclusions of law, shall be final, conclusive and binding on the parties and judgment may be entered thereon in the District Court of Chaves County, New Mexico, to enforce the decision.

Part II

We, the undersigned Exhibitor and parent/guardian, certify that we have read, understand and will abide by all rules and regulations of the ENMSF Junior Livestock Show. We further certify that we have not administered to and have no knowledge that this entry has received any substance not approved by the Food and Drug Administration (FDA), the U. S. Department of Agriculture (USDA) and/or the New Mexico Department of Health for food animals. Furthermore, we certify that all entries will be FREE OF ALL DRUG AND CHEMICAL RESIDUES upon arrival to the ENMSF grounds and will remain free of all drug and chemical residues while on show grounds. We, the undersigned, understand that the time it takes for drugs and chemicals to be entirely excreted from the body through the urine of animals is generally longer than the labeled FDA and USDA withdrawal times for most approved drugs and chemicals.

If an animal requires emergency treatment while on ENMSF grounds, only a licensed veterinarian will be allowed to administer any drug, chemical or feed additive. An Exhibitor may choose a licensed veterinarian other than the Official Show Veterinarian, but the Official Show Veterinarian MUST be notified in advance and he/she MUST be present. All treatment costs are the responsibility of the Exhibitor. If an animal is treated by a licensed veterinarian while at the Show and the medication administered contains a labeled withdrawal time or unpublished elimination time, the animal will be disqualified. The Official Show Veterinarian, in agreement with ENMSF, reserves the right to treat any animal if, in the opinion of the Official Show Veterinarian; it is in the best interest of the animal's health and well-being to be treated. If the Official Show Veterinarian administers treatment to an animal and, therefore, uses any medication that does not meet the appropriate withdrawal or elimination time, the animal will be determined to be ineligible for competition.

The ENMSF Junior Livestock Show reserves the right to condemn and/or disqualify any animal, either live or slaughtered, found in violation of the use of drugs, chemicals or feed additives as described above and the Exhibitor will forfeit all auction sale proceeds, any add-ons associated with the sale, any premium money awarded, and/or any awards or prizes if the animal is disqualified. If an animal(s) is disqualified for testing positive and/or the carcass condemned at slaughter, the class placing will not change. An Exhibitor of an animal testing positive for any drug or medication or unapproved chemical may forfeit all rights and privileges to exhibit livestock in the future at ENMSF.

The undersigned fully understand and grant permission to ENMSF to report any and all rule infractions to the North American Livestock Show and Rodeo Managers Association (NALSARMA) Rule Infraction Database (RID). Furthermore, we understand that this information will be available to the membership of the NALSARMA.

The undersigned represent that they thoroughly understand that this is a complete and final release and indemnity agreement, that they are voluntarily entering into this Agreement, and that no representations, promises or statements made by any ENMSF Party, or any agent, attorney, or other representative of any ENMSF Party has influenced the undersigned in causing them to sign this Agreement.

Exhibitor Name
Signature: _____ Date: _____ Printed: _____

If the person on whose behalf of this Agreement is being executed is a minor, a parent or legal guardian must also execute this Agreement.

Parent/Guardian Name
Signature: _____ Date: _____ Printed: _____

Relationship to Minor: _____

Sworn and subscribed before me this ____ day of _____, 20____.

NOTARY PUBLIC: _____

I certify that the certification above is correct and I have informed the Exhibitor and parent/guardian of the consequences of stated rule violations as to the uses of drugs, chemicals or feed additives.

SIGNATURE –CEA/AST: _____ NAME OF CLUB/ CHAPTER: _____