



# Northeast Youth Livestock Show

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## HEALTH, SAFETY AND EVENT PARTICIPATION RELEASE, WAIVER AND CODE OF CONDUCT AGREEMENT

TO THE PARTICIPANT: THIS DOCUMENT IS A RELEASE, WAIVER AND INDEMNITY THAT AFFECTS YOUR LEGAL RIGHTS. READ THOROUGHLY BEFORE SIGNING. IF YOU DO NOT UNDERSTAND YOUR LEGAL RIGHTS OR HAVE ANY QUESTIONS OR CONCERNS ABOUT THIS DOCUMENT, OBTAIN INDEPENDENT LEGAL ADVICE BEFORE YOU SIGN IT.

### Acknowledgement and Acceptance of Participation Risks.

By attending the Northeast Youth Livestock Show (the "Event" or otherwise referenced as "NEYLS"),

- a. You voluntarily assume all risks, hazards and dangers arising from or relating in any way to the Event, including, without limitation, the risk of contracting a communicable disease or illness (including exposure to a bacteria, virus, or other pathogens capable of causing a communicable disease or illness). You acknowledge an inherent risk of exposure to communicable diseases including, but not limited to, COVID-19, which can exist in any public place where people are present, including those with or without masks and additional personal protective equipment ("PPE") or improperly using masks or PPE. By attending the Event, you voluntarily assume all risks related to exposure to any communicable disease including, but not limited to, COVID-19. While particular protective steps may reduce this risk, the risk of exposure, serious illness and death does exist.
- b. You voluntarily assume the risk of lost, stolen, or damaged property, the risk of personal injury of any kind, and the risk of death, whether occurring before, during, or after any event, including the Event. You understand and acknowledge that the Northeast Youth Livestock Show Executive Committee members and volunteers may not be present during the Event and, whether present or not, cannot guarantee your safety or mitigate the risks involved in your participation in the Event or in your activities before or after the Event.

### Release of Liability, Waiver and Indemnity.

You RELEASE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS the Northeast Youth Livestock Show and its Representatives from any and all liability, claims, losses, suits, damages and demands of any kind or nature, including without limitation, costs, reasonable attorney's and expert's fees, any other expenses of any kind, that may be claimed, due, incurred or paid in connection with or arising out of any property damage, bodily or personal injury, death or other loss, injury or damage that were suffered by or associated with your participation in the Event or traveling to or from the Event, and whether caused by the negligent, gross negligent, or intentional acts of any person or entity, including but not limited to the Northeast Youth Livestock Show's own negligence.

## **Scope of Release, Waiver, and Indemnity.**

The Release, Waiver, and Indemnity is in favor of, and shall inure to the benefit of, the Northeast Youth Livestock Show and each of its committee members, volunteers, agents, insurers, successors, assigns and any and all other persons or entities on the Northeast Youth Livestock Show's behalf who may be liable (collectively "Representatives") and shall be binding upon you, your parents or legal guardian (if under age 18), heirs, personal representatives, agents, and assigns and any other person claiming by, through, or on behalf of you.

## **Consent to Publication, Promotional Release, and Use of Images and Materials.**

You understand and acknowledge that, in conjunction with your participation in the Event, its Representatives, or authorized third parties may capture photos, video, and other recordings of participants before, during, and after activities at the Event. You expressly consent to the Northeast Youth Livestock Show receiving and retaining such photos, video, and other recordings, and you expressly authorize Northeast Youth Livestock Show and grant to Northeast Youth Livestock an irrevocable limited license to use, without any compensation to you, any and all photos, video and/or other recordings of you captured before, during, and after activities at the Event. The Northeast Youth Livestock Show may, but is not required to use such photos, video, and other recordings of you in future print materials, online materials (including the Northeast Youth Livestock Show website and its official social media accounts) signage, slideshows, podcasts, videos, and other uses in physical and digital forms.

## **Conduct of External Participants**

As an Event participant or volunteer, you are expected to obey all local, state and federal policies and applicable laws regarding working with minors and/or other vulnerable individuals. You represent, warrant, and certify that you will adhere to the following standards while working with NEYLS exhibitors, including minors, as a participant, sponsor, vendor, parent, guardian, chaperone, or other volunteer or participant ("External Participant").

As an External Participant, you shall abstain from all abusive, disruptive, offensive, or inappropriate behavior before, during or after the Event in all forms, including in-person, via digital or social media and any other form of communication.

You also have an obligation to report suspected or confirmed abuse and/or neglect to local law enforcement or other child protection authorities in accordance with applicable law or other safety reporting standards. You understand and acknowledge that the Northeast Youth Livestock Show encourages all individuals, including External Participants, to comply with reporting obligations established under state, local, or federal law or other safety reporting standards.

You acknowledge and agree that the NEYLS may take any and all appropriate action, in its sole and absolute discretion, to address any attendee(s), group(s), participant(s) or volunteer(s) who violates this HEALTH, SAFETY AND EVENT PARTICIPATION RELEASE, WAIVER AND CODE OF CONDUCT AGREEMENT, including but not limited to revoking Event access without refund or reduction of any fees paid or payable, removal from participation in awards and recognition programs, revocation of awards and recognition earned, and reporting to authorities.

**Severability.**

If any provision of this HEALTH, SAFETY AND EVENT PARTICIPATION RELEASE, WAIVER AND CODE OF CONDUCT AGREEMENT becomes unlawful or unenforceable in any jurisdiction, such provision shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remaining provisions of this HEALTH, SAFETY AND EVENT PARTICIPATION RELEASE, WAIVER AND CODE OF CONDUCT AGREEMENT and any such invalidity or unenforceability in any jurisdiction shall not invalidate such provision or render it unenforceable in any other jurisdiction.

**Governing Law and Jurisdiction.**

Any issue involving the creation, interpretation, performance, or enforcement of this HEALTH, SAFETY AND EVENT PARTICIPATION RELEASE, WAIVER AND CODE OF CONDUCT AGREEMENT shall be governed by the applicable the laws of the United States of America and the State of Wisconsin, notwithstanding any conflict of laws principles. You consent to the exclusive jurisdiction of any state or federal court located within the County of Brown, State of Wisconsin and irrevocably agree that all actions or proceedings arising out of or relating to this HEALTH, SAFETY AND EVENT PARTICIPATION RELEASE, WAIVER AND CODE OF CONDUCT AGREEMENT shall be litigated exclusively in such courts.

THIS IS A RELEASE OF LIABILITY AND WAIVER. THE UNDERSIGNED ADULT INDIVIDUAL (IF 18 OR OLDER) OR AUTHORIZED PARENT OR LEGAL GUARDIAN (IF PARTICIPANT IS UNDER 18), HAS READ AND UNDERSTANDS HEALTH, SAFETY AND EVENT PARTICIPATION RELEASE, WAIVER AND CODE OF CONDUCT AGREEMENT. THE UNDERSIGNED UNDERSTANDS THAT THIS SUBSTANTIALY IMPACTS THE PARTICIPANT'S LEGAL RIGHTS. THE UNDERSIGNED IS SIGNING THIS HEALTH, SAFETY AND EVENT PARTICIPATION RELEASE, WAIVER AND CODE OF CONDUCT AGREEMENT VOLUNTARILY AND WITHOUT ANY COERCION OR UNDUE INFLUENCE AND WITHOUT ANY EXPECTATION OR PROMISE BY FFA OR ITS REPRESENTATIVES. YOU UNDERSTAND THAT IF ANY CHANGES ARE MADE TO THIS HEALTH, SAFETY AND EVENT PARTICIPATION RELEASE, WAIVER AND CODE OF CONDUCT AGREEMENT, PARTICIPANT WILL NOT BE ALLOWED TO PARTICIPATE IN THE NEYLS.

IF YOU WISH TO RETAIN A COPY OF THIS DOCUMENT, YOU SHOULD PRINT IT NOW.