

**Assumption of the Risk and Waiver of Lawsuit/Liability**

**Relating Specifically to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. **Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.**

**The Montgomery County Fair Association (hereinafter referred to as MCFA) cannot prevent you, your spouse and/or your child(ren), from becoming exposed to, contracting, or spreading COVID-19 while you or they are participating in and/or using MCFA services and/or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in and/or allow your child(ren) to participate in and/or use MCFA services and/or enter onto MCFA premises you may be exposing yourself to and/or increasing your and/or their risk of contracting or spreading COVID-19.**

**ASSUMPTION OF RISK:** I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself, my spouse and/or my child(ren) in order for myself and/or my child(ren) to participate and/or use MCFA services and/or premises. The MCFA services and participation in the MCFA are of such value and benefit to me and to my spouse and/or to my child(ren), that I accept the risk (on behalf of myself and the risk on behalf of my child(ren)) of being exposed to, contracting, and/or spreading COVID-19 in order for myself and/or my child(ren) to utilize the MCFA, services and premises in person. I understand that my participation and/or my child(ren) participation in and/or use of the MCFA services and/or premises is voluntary and made of my (our) own free will and I have considered the possible consequences to myself and/or my child(ren) of use of the services and/or premises and fully accept the risk and consequences of my decision and action.

**WAIVER OF LAWSUIT/LIABILITY:** I hereby forever release and waive my and/or my child(ren) right to bring suit against MCFA and its officers, directors, members, officials, agents, employees, contractors, independent contractors, sub-contractors or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing MCFA services and premises. I understand that this waiver means I give up my individual right and/or my child(ren) right to bring any claims, including for personal injuries, death, disease or property losses, or any other loss, including but not limited to, claims of negligence and give up any claim I and/or my child(ren) may have to seek damages, whether known or unknown, foreseen or unforeseen.

**CHOICE OF LAW:** I understand and agree that the law of the State of Texas will apply to this Assumption of the Risk and Waiver of Lawsuit/Liability contract.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK ON BEHALF OF MYSELF AND ON BEHALF OF MY CHILD(REN) AND WAIVE MY/OUR RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE AS TO MYSELF AND ON BEHALF OF MY CHILD(REN):**

Signature: \_\_\_\_\_  
Name (printed): \_\_\_\_\_

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

I am the spouse of the person named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release as to myself and on behalf of my child(ren).

Signature: \_\_\_\_\_  
Name (printed): \_\_\_\_\_

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