

**RELEASE, WAIVER, INDEMNITY AGREEMENT,  
COVENANT NOT TO SUE AND LICENSE  
2008 Woodsman Show**

THIS RELEASE, WAIVER, INDEMNITY AGREEMENT, COVENANT NOT TO SUE AND LICENSE is executed on the \_\_\_\_ day of \_\_\_\_\_, 2008.

In consideration of being allowed to participate in competitions and events of the Rochester Country Fair and other good and valuable consideration, I hereby agree, release and covenant as follows:

1. I \_\_\_\_\_, hereby acknowledge that I have voluntarily applied to participate in The Woodsman Show (the "Events") which are sponsored by the Rochester Country Fair and the Town of Rochester ("Rochester"). I certify that I am at least eighteen (18) years of age, or that my parent or guardian has also signed below.

2. I am aware that participating in the Events is an EXTREMELY HAZARDOUS ACTIVITY that can lead to severe bodily and personal injury, death or property damage. With full knowledge and appreciation of the many risks and dangers associated with participating in the Events, I acknowledge that I am voluntarily participating in the Events and that I VOLUNTARILY, KNOWINGLY AND FREELY ASSUME ALL RISKS ASSOCIATED WITH SUCH PARTICIPATION, known or unknown, anticipated or unanticipated, including the risk of negligence by persons or entities involved with the Events.

3. In consideration of being permitted to enter RESTRICTED AREAS at Event sites (defined as including but not limited to the competition arena and all other restricted access areas not open to the general public), and being permitted to observe or participate in the Events, I, for myself and my agents, heirs, executors, administrators, personal representatives, next of kin, attorneys and assigns, acknowledge, agree and represent that I have or, immediately upon entering any Restricted Area and continuously thereafter, will inspect such Restricted Areas and all portions of them, and I further warrant and represent that my entry on such Restricted Areas and/or participation in the Events constitutes an acknowledgment that I have inspected such Restricted Areas and find and accept them as being appropriate and reasonably suited and safe for their intended purposes and uses. I further agree and warrant that if at any time, I am in or about a Restricted Area and feel anything to be unsafe, I will promptly advise the proper persons and will immediately leave the Restricted Areas.

4. I hereby RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE the Town of Rochester, the Rochester Country Fair Committee, other Event participants, Sponsors and fair property owners and each of them, their successors, affiliates, agents, officers and employees (hereinafter "Releases"), jointly and severally, from and/or for any and all liability to me or my agents, heirs, executors, administrators, personal representatives, next of kin, attorneys and assigns, FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES, AND ANY CLAIMS OR DEMANDS THEREFOR, ON ACCOUNT OF, ARISING FROM OR RELATED TO, ANY INJURY OR DAMAGE TO MY PERSON OR PROPERTY, INCLUDING DEATH, whether caused by or resulting from the negligence of the Releases or otherwise, while I am in or upon a Restricted Area and/or observing or participating in the Events.

5. For myself and my agents, heirs, executors, administrators, personal representatives, next of kin, attorneys and assigns, I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS the Releases, and each of them, for and from any losses, liabilities, damages, or costs they might incur or suffer due to my presence in or on a Restricted Area or observing or participating in the Events, whether caused by the negligence of the Releases or otherwise.

6. I hereby acknowledge and agree that the opinions, decisions and rulings of the judges pertaining to all aspects of the Events are final. I hereby RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE the Releases, jointly and severally, from and/or for any and all liability to me or my agents, heirs, executors, administrators, personal representatives, next of kin, attorneys and assigns, FOR ANY AND ALL

LOSSES, INJURIES OR DAMAGES, AND ANY CLAIMS OR DEMANDS THEREFOR, ON ACCOUNT OF, ARISING FROM OR RELATED TO, ANY such opinions, decisions and rulings of the judges pertaining to the Events.

7. I expressly agree that the foregoing Release, Waiver, Indemnity Agreement, Covenant Not to Sue and License is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Massachusetts, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

8. I have read, understand and voluntarily sign this RELEASE, WAIVER, INDEMNITY AGREEMENT, COVENANT NOT TO SUE AND LICENSE intending to be bound thereby, and further acknowledge and agree that no oral representations, warranties, statements or inducements not contained in this written agreement have been made to me by any person or entity associated with the Events, including Releases.

9. **I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A COVENANT NOT TO SUE**, and have signed of my own free act and deed without coercion.

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

By: \_\_\_\_\_  
Participant

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

Street Address: \_\_\_\_\_

City, State, ZIP Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Age and date of birth: \_\_\_\_\_

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE**  
**(UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all of the Releases, and, for myself, my child and our heirs, assigns and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES**, to the fullest extent permitted by law. I have read, understood, initialed and intend to be bound by all two (2) pages of this RELEASE, WAIVER, INDEMNITY AGREEMENT, COVENANT NOT TO SUE AND LICENSE.

\_\_\_\_\_  
PARENT/GUARDIAN'S SIGNATURE

\_\_\_\_\_  
PRINT NAME