

WAIVER AND RELEASE OF LIABILITY AGREEMENT

This Waiver and Release of Liability Agreement (hereinafter referred to as "Agreement") is entered into by me because I desire to operate and possess a motorized four-wheel cart (hereinafter referred to as "Golf Cart") on, in and around the Ross County, Ohio Fairgrounds and Campgrounds, including any other real estate owned and operated by the Ross County Agricultural Society and/or the Ross County Commissioners and authorized for guest use of Golf Carts thereon (hereinafter "Premises"), during the _____ Ross County, Ohio Fair. With full knowledge, understanding, and appreciation of the risks, and in consideration of the ability to operate and possess the Golf Cart on the Premises, and for other good and valuable consideration, I hereby acknowledge and agree as follows:

I. Assumption of the Risk

I acknowledge that operating and possessing a Golf Cart on the Premises subjects me to known and unanticipated risks, which could result in physical or emotional injury, paralysis or permanent disability, death, and/or property damage. Such risks include, but are not limited to: scrapes, bruises, musculoskeletal injuries, and broken bones; strains, sprains, and overuse injuries; concussions and other injuries or death caused by falls or contact with walls, floors, balls, or other objects; injuries or death caused by the negligence on the part of myself and/or other people around me; injuries or death caused by improper use or failure of equipment; medical conditions resulting from any activity; and damaged clothing or other property. I understand that such risks may be unavoidable and simply cannot be eliminated, despite the use of safety equipment. I further understand that the above list is not inclusive of all possible risks to which I will be subject by operating and possessing a Golf Cart on the Premises, and that the above list in no way limits the extent or reach of this Agreement or any provision of this Agreement.

I voluntarily accept and assume all of the risks, known and unknown, that are associated with the operation and possession of a Golf Cart on the Ross County, Ohio Premises, including those caused by the negligence of the Ross County, Ohio Fair Board or the Ross County, Ohio Commissioners or any of its officers, guests, employees, or agents, including, but not limited to, risk of injury, paralysis, and death. I voluntarily assume all such risks with full knowledge, understanding, and appreciation of the risks involved.

Initials: _____

I agree that my operation and possession of the Golf Cart on the Premises shall be undertaken at my sole risk. My operation and possession of the Golf Cart on the Ross County, Ohio Fairgrounds and campgrounds is purely voluntary and I elect to operate and possess a Golf Cart on the Premises despite the risks.

II. Waiver

I agree that the Ross County Agricultural Society (hereinafter "Fair Board") and the Ross County, Ohio Commissioners shall not be liable or otherwise responsible for any injuries or damages to any individual or guest, including, without limitation, those injuries or damages resulting from acts of active or passive negligence on the part of the Fair Board and the Ross County, Ohio Commissioners, and their respective officers, employees, or agents; those injuries or damages resulting from acts of active or passive negligence on the part of another individual or guest of the Fair Board and the Ross County, Ohio Commissioners; and those injuries or damages resulting from the individual's or guest's own negligence.

For myself and on behalf of my heirs, representatives, executors, administrators, and assignees, I hereby knowingly and intentionally waive any and all rights and claims against the Fair Board and the Ross County, Ohio Commissioners and their successors, assignees, officers, employees, and agents for any and all present or future claims, liabilities, injuries, damages, demands, actions, or causes of action arising from negligence, which are, in any way, connected with or related to my operation or possession of a Golf Cart on the Premises.

III. Indemnification

I agree to indemnify and hold absolutely harmless the Fair Board and the Ross County, Ohio Commissioners for any and all injuries or damages to any individual or guest, including, without limitation, those injuries or damages resulting from acts of active or passive negligence on the part of the Fair Board and the Ross County, Ohio Commissioners, and their respective officers, employees, or agents; those injuries or damages resulting from acts of active or passive negligence on the part of another individual or guest of the Fair Board and the Ross County, Ohio Commissioners; and those injuries or damages resulting from the individual's or guest's own negligence, as it applies to my operation and/or possession of the Golf Cart. I agree to be fully liable to the Fair Board and the Ross County, Ohio Commissioners for any and all such injuries or damages.

IV. Miscellaneous

I represent that I have no medical or physical condition(s) which could interfere with my safety or others' safety during use of the Golf Cart, including, but not limited to, asthma, diabetes, epilepsy, or heart problems, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition(s).

Initials _____

I represent that I have the necessary skill and fitness level to safely operate and possess a Golf Cart, and I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by the lack of such skill or fitness level.

Initials _____

I represent that I have adequate insurance or other assets and money to cover any injury or damage I may suffer or cause while operating or possessing the Golf Cart, and I agree to bear the costs of such injury or damage myself.

Initials _____

I fully understand that the Fair Board and the Ross County, Ohio Commissioners and its officers, employees, and agents are not physicians or medical practitioners of any kind. With this understanding, I hereby consent to and release the Fair Board's and the Ross County, Ohio Commissioners' employees and agents to render necessary first aid care and/or to solicit emergency medical services, including emergency medical transportation to the nearest medical facility for additional medical treatment, as deemed necessary, for myself and any child of mine.

Initials _____

I fully understand and agree to follow and adhere to the Golf Cart Rules and Regulations attached hereto as Exhibit A.

Initials _____

I affirm that this Agreement supersedes any and all previous oral or written promises or agreements, relative to my operation and use of a Golf Cart on the Premises.

By signing this Agreement, I acknowledge and agree that I am relieving the Fair Board and the Ross County, Ohio Commissioners and its successors, assignees, officers, employees, and agents of any and all liability for any loss, damage, injury, or death resulting, in any way, from my

use of the Golf Cart and that I am waiving my right to maintain a lawsuit against the Fair Board and the Ross County, Ohio Commissioners or any of their successors, assignees, officers, employees, or agents on the basis of any claim.

I further acknowledge that I have had sufficient time to read this entire Agreement and, should I choose to do so, consult with legal counsel prior to signing this Agreement. I also understand that I may not be able to operate and/or possess a Golf Cart on the Premises if I were to choose not to sign this Agreement, and I agree that the opportunity to operate and possess the Golf Cart in return for the execution of this Agreement is a reasonable bargain.

I have carefully read this Agreement and understand that the terms of this Agreement are legally binding upon me and upon my heirs, representatives, executors, administrators, and assignees. I am signing this Agreement, after having carefully read it, of my own free will.

Signature _____	Date _____
Print Name _____	Staff Initials _____
Signature _____	Date _____
Print Name _____	Staff Initials _____
Signature _____	Date _____
Print Name _____	Staff Initials _____
Signature _____	Date _____
Print Name _____	Staff Initials _____
Signature _____	Date _____
Print Name _____	Staff Initials _____

EXHIBIT A

Below is a list of Golf Cart Rules and regulations that need to be followed:

1. You must have a campsite during the _____ fair and only one golf cart per campsite is allowed.
2. The golf cart must have lights and a manufactured standard exhaust. It is recommended that you have a horn.
3. The driver on the golf cart must be at least 18 years of age with a valid driver's license and covered by insurance.
4. All registrations for the use of golf cart must be completed by _____.
6. The fee is \$50.00 to use a golf cart during the week of the fair, which is _____. Please send a separate check or money order made payable to: The Ross County Agricultural Society.
7. Golf carts will not be allowed on the midway.
8. There will be 3 designated parking areas on the fairgrounds to park golf carts.
9. The Ross County Sheriff will enforce all rules. If you violate the rules, your cart will be confiscated and it will be placed at the sheriff's building until the end of the fair. No warnings will be issued. You may also lose your camping privileges.
10. **Before entering the fairgrounds the golf cart registration sticker must be displayed on the cart on the front or windshield. It should be placed where a fair board member and the Sheriff's department can see it. If any attempt to copy a golf cart permit is strictly prohibited.**
11. The Ross County Agricultural Society will not rent golf carts to anyone. You will need to contact a golf cart dealer and rent your own.
12. Speed limit signs will be posted on campgrounds. The speed limit is 15 miles per hour.
13. The maximum number of persons that may ride on a golf cart at one time depends on the number of seats available. One rider per seat.
14. All riders on a golf cart must remain seated at all times.
15. The operation of a golf cart while under the influence of alcohol or drugs is prohibited by state law. No person shall possess or consume alcohol or drugs while operating a golf cart on fairgrounds property and are subject to arrest.
16. Careless driving or behavior that endangers or would likely endanger any person or property will not be tolerated.
17. If you lose your golf cart sticker after it has been issued, there will be no replacement. The golf cart will not be allowed on the grounds.

ANY VIOLATION OF THE ABOVE RULES WILL RESULT IN BEING ASKED TO LEAVE THE FAIRGROUNDS AND CAMPGROUNDS IMMEDIATELY AND/OR LOSING YOUR GOLF CART AND CAMPING PRIVILEGES. THE DECISION AND THE DURATION OF LOST PRIVILEGES WILL BE DETERMINED BY THE MEMBERS OF THE ROSS COUNTY AGRICULTURAL SOCIETY BOARD.