

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

In consideration of being allowed to participate in the **Lancaster County Super Fair the Cookie Eating Contest** (hereafter Contest) the undersigned, for himself, his personal representatives, heirs, spouse, parents, siblings, and children, hereby:

1. RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Lancaster County Agricultural Society, d/b/a the Lancaster Event Center, its officers, directors, trustees, agents and employees, the Lancaster County Fairgrounds Joint Public Authority, its officers, directors, trustees, agents and employees, The Cookie Company, its officers, directors, trustees, agents and employees, and any and all Contest Sponsors, their officers, directors, trustees, agents and employees, -- all of whom shall be referred to as "Releasees" in this document -- from all liability to the undersigned, his personal representatives, assigns, heirs, parents, siblings, spouse, and children for any and all loss or damage, and any claim or demands therefore on account of injury to the undersigned's person, his death or damage to his property, which occurs as a result of the undersigned's presence at the Contest, or participation in any Contest sponsored/conducted activity, whether such death, injury or property damage is caused by the negligence or other wrongful conduct of, or breach of contract or warranty by, one or more of the Releasees.

2. AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any loss, liability, damage, or cost (including but not limited to attorney fees and other defense costs incurred in defending a claim brought by the undersigned, his relative, heir, successor, assign or personal representative) one or more of them may incur arising out of or related to the undersigned's use of or presence at the Contest, or the undersigned's participation in any Contest sponsored/conducted activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, or other legal theory.

3. ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the undersigned's presence at the Contest, or participation in any Contest sponsored/conducted activity, whether caused by the Releasees' negligence, breach of contract or warranty or other legal theory.

4. AGREES THAT THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT EXTENDS TO ALL CLAIMED WRONGFUL ACTS OF RELEASEES, WHETHER SOUNDING IN TORT, CONTRACT OR OTHER LEGAL THEORY, AND THAT SAID RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD IN SCOPE AS IS PERMITTED BY THE LAWS OF THE STATE OF NEBRASKA. The undersigned further agrees that in the event any portion of this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement is held invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under Nebraska law.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME, AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY NEBRASKA LAW.

Pronouns indicating the masculine gender shall be construed as feminine where necessary, and singular pronouns or other words shall be construed as plural where necessary and vice versa.

No variation in the terms of this Release and Waiver shall be effective unless in writing and signed by the Contest Director. The laws of Nebraska shall govern and be applied without regard to the principles of conflicts of laws.

Child's Name: _____

Parent/Guardian Name (printed): _____

Parent/Guardian Signature: _____ Date: _____