

# **RELEASE OF LIABILITY & INDEMNITY, AND DRUG CERTIFICATION AGREEMENT FOR THE 2021 AUSTIN COUNTY FAIR JUNIOR LIVESTOCK SHOW**

As valid consideration for entry into and participation in the Austin County Fair, the Exhibitor and his/her Parent or Legal Guardian, enter into this RELEASE OF LIABILITY & INDEMNITY and DRUG CERTIFICATION AGREEMENT.

The owner and/or exhibitor (if a minor, the parent or legal guardian of the minor) acknowledges that there are inherent risks in regard to livestock show activities and equine activities. These inherent risks include the risk of death or bodily injury due to: (1) the propensity of equine or livestock animals to behave in ways that may result in personal injury or death to a person on or around it; (2) the unpredictability of an equine or a livestock animal's reaction to sound, a sudden movement, or an unfamiliar object, person, or other animal; (3) a collision with another animal or object; (4) the potential of a participant to act in a manner that may contribute to injury to the participant or another, including failing to maintain control over the equine or livestock animal or not acting with the participant's ability; (5) with respect to equine activities, certain land conditions and hazards, including surface and subsurface conditions. I, as an owner, participant/exhibitor (or in case of a minor, the parent or legal guardian of a participant or exhibitor) hereby acknowledge that I assume the risk of all injury and/or death or property damage through participation in the show, event, rodeo or fair and as a participant and/or exhibitor, even if the injury or death or property damage is caused in whole or in part by the negligence of the sponsor or the Austin County Fair Association (herein after called the "Fair") or Lisa Lynn Mewis Cannon, including, but not limited to any alleged defects in the premises. (The "Fair" means the Austin County Fair Association, including its officers, directors, agents, servants and/or employees).

## **RELEASE**

I do hereby agree to fully release (if a minor, the parent or legal guardian do hereby agree) the sponsor of the event, Lisa Lynn Mewis Cannon and the Austin County Fair Association, including its officers, directors, agents, servants and/or employees (hereinafter called the "Fair") from any and all claims of any kind or character for personal injury and/or death arising in any way and/or manner out of my presence on the fairgrounds, Harold Luhn Livestock Barn, Livestock Barn, Koerth Arena, or Horse/Poultry Barn and/or my engaging in participation and/or exhibiting activities. This Release shall apply regardless of whether or not injury and/or death are caused in whole or in part by the negligence of Lisa Lynn Mewis Cannon, the "Fair", or sponsor of the event.

## **INDEMNITY**

I, on behalf of myself, my heirs and representatives (if a minor, the parent or legal guardian of the minor) do hereby agree to fully indemnify and hold harmless the "Fair", Lisa Lynn Mewis Cannon and the sponsor of the event, of and from any and all claims of any kind or character for personal injury and/or death or property damage arising in any way out of participation or presence at the fairgrounds, Harold Luhn Livestock Barn, Livestock Barn, Koerth Arena, or Horse/Poultry Barn and/or as an exhibitor at the Fair or event sponsored on any of the aforesaid properties, regardless of whether or not such injury and/or death or property damage is caused in whole or in part by the negligence or other conduct of the "Fair", Lisa Lynn Mewis Cannon or the sponsor of the event.

## **WARNING**

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESOTCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISK OF LIVESTOCK SHOW ACTIVITIES.

## **WARNING**

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

## **DRUG CERTIFICATION AGREEMENT**

The undersigned certify that each has read, understands, and will abide by the current Austin County Fair Junior Livestock Rule Book and all rules and regulations of the Austin County Fair Association (ACFA). Furthermore, the undersigned certify that all entries will be **FREE OF ALL DRUG AND CHEMICAL RESIDUES** upon arrival to Austin County Fairgrounds and will remain free of all drug and chemical residues while on show grounds. We, the undersigned, understand that the time it takes for drugs and chemicals to be entirely excreted from the body through urine of animals is generally longer than the labeled FDA and USDA withdrawal times for most approved drugs and chemicals.

**Veterinarians/Medication:** If an animal requires emergency treatment while on show grounds, only the Official ACFA Veterinarian will be allowed to administer any drug, chemical or feed additive and a written medication record must be filed. All treatment costs are the responsibility of the exhibitor. Animals receiving performance-enhancing drugs (e.g. steroids, diuretics, anti-inflammatories, tranquilizers and painkillers, etc.) in this manner are ineligible for competition. Each year, the Austin County Fair Association solicits the services of a licensed veterinarian to serve in the capacity as the "Official Fair Veterinarian". The need for a substitute veterinarian may arise from time to time due to the unavailability of, or conflicts that may arise with the Official Fair Veterinarian. Any actions or decisions of the Official Fair Veterinarian or substitute veterinarian will be considered to be the veterinarian's professional judgment for the best interest of the animal's health and well-being. An exhibitor may choose a licensed veterinarian other than the Official Show Veterinarian, but the Official Show Veterinarian **MUST** be notified in advance and he/she **MUST** be present during treatment.

The Official ACFA Veterinarian, reserves the right to treat any animal if, in the opinion of the Official ACFA Veterinarian, it is in the best interest of the animal's health and well-being to be treated. If an animal is treated by the Official Veterinarian while at the Show then the exhibit must then be held a sufficient time, typically the withdrawal period, by the exhibitor prior to slaughter as recommended by the Official Veterinarian.

## **ALL GRAND AND RESERVE CHAMPIONS WILL BE DRUG TESTED ALONG WITH ONE RANDOM ANIMAL FROM EACH SPECIES IN THE ACFA JUNIOR LIVESTOCK SHOW.**

The Exhibitor agrees to submit any animal, breeding and/or market entered by him/her to inspection by any veterinarian or testing agency appointed by the ACFA and agrees to have such animal submitted to such tests as may be requested at any time. ACFA reserves the right to have ultrasound, D.N.A., blood, tissue, feces and/or urine laboratory analysis made on any animal entered for competition. The Exhibitor, including his/her Parent or Legal Guardian, must be present during the collection for testing. The conclusions reached by the testing agency and analysis shall be final and conclusive without recourse against ACFA or any officer, director, employee, independent contractor or agent thereof, even if the source of the Drug is unknown, including without limitation, any veterinarian or testing agency appointed by the ACFA. ACFA maintains a **ZERO TOLERANCE** policy, therefore the exhibitor waives any right of action or formal protest which he might have for any action taken under these rules.

As breeding animals (Colts, Commercial Heifers and Pen Heifers) are not entering the food chain, the USDA Wholesome Meat Act does not apply; however, breeding animals will be closely screened for any performance-enhancing compounds. This includes, but is not limited to, steroids, diuretics, anti-inflammatories, tranquilizers and painkillers. All horses must be shown free of a prohibited substance (medication) in accordance with AQHA Rule 441 (H) or forfeit its sale check and all other awards. Non-sale animals will forfeit all awards.

The ACFA reserves the right to condemn and/or disqualify any animal, either live or slaughtered, found in violation of the use of drugs, chemicals, or feed additives as described above.

**PENALTY FOR VIOLATION OF DRUG POLICY –**

**1<sup>st</sup> violation:** In the event any animal is declared by the testing agency to be in violation of the use of drugs, chemicals, or feed additives as described above, the animal shall be disqualified and the exhibitor will forfeit all awards, prizes, auction proceeds, premium money and/or add-on money, as well as recognition associated with placing including, but not limited to, ACFA website for the positive tested animal.

**2<sup>nd</sup> violation:** In case of a second violation of the use of drugs, chemicals or feed additives as described above, the animal shall be disqualified and the exhibitor will forfeit all awards, prizes, auction proceeds, premium money and/or add-on money, as well as recognition associated with placing including, but not limited to, ACFA website for the positive tested animal. The exhibitor will also be banned from entering in any ACF Junior Livestock Show activities or awards for the duration of their Junior Show Career.

**Drug tested animals MUST remain in possession of exhibitor until drug testing results are clear.**