Return to Agriculture Department by September 09, 2023 1305 Memorial Ave West Springfield, MA 01089

Eastern States Exposition – FFA Competitive Events

Waiver, Release of Liability, Indemnification, and Consent to Medical Attention

In exchange for my being allowed to participate in the _____ program (the "Program"), a program administered by the Eastern States Exposition (The Big E), I, and if I am not yet 21 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular) agree to be bound by each of the following:

1. Voluntary Participation. I understand and confirm that my participation in the Program is voluntary.

2. Identification of Risks. I understand that The Big E and its representatives may not be present during my participation in the Program and that portions of the Program may take place in a foreign country. I understand that my participation in the Program may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Waiver and Release of Liability is intended to address all of the risks of any kind associated with my participation in any aspect of the Program, or with the time I am involved in the Program, including, particularly, such risks created by actions, inactions, or negligence on the part of The Big E or its directors, officers, employees, agents, volunteers, successors, or assigns, including but not limited to risks created by the following: (a) the use and condition of various modes of transportation, premises, facilities, and equipment; (b) the lack or inadequacy of policies, rules, or regulations of the Program; (c) the failure of The Big E to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons, other than those affiliated with The Big E; (d) the inadequacy or unavailability of medical facilities or treatment; or (e) the lack or inadequacy of supervision.

3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Program. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Program.

4. Release and Waiver. I release The Big E and its directors, officers, employees, agents, volunteers, successors, and assigns from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the Program (a "Claim"), whether or not caused in whole or part by the negligence or other misconduct of The Big E or any of the individuals mentioned above.

5. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) The Big E and its directors, officers, employees, agents, volunteers, successors, and assigns from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my participation in the Program, whether or not caused in whole or in part by the negligence or other misconduct of The Big E or any of the individuals mentioned above.

6. Binding Effect. This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of FFA and its successors and assigns.

7. Consent to Medical Treatment. I authorize The Big E to provide to me, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon The Big E to provide such assistance, transportation, or services.

8. Severability. If any term or provision of this instrument or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.

9. Applicable Law. Because The Big E and the Program are headquartered in the State of Massachusetts, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Massachusetts.

THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT VOLUNTARILY.

_____	_____	_____	_____
Printed Name	State	Signature	Date

If the person participating in the Program is not yet 21 years old, both parents or the legal guardian(s) must sign:

In exchange for my/our child or ward being allowed to participate in the Program, and as the parent(s) or legal guardian(s) of the above-named individual, I/we verify that I/we fully understand, agree to, and accept all provisions of this Waiver, Release of Liability, Indemnification, and Consent.

_____	_____	_____
Printed Name (Parent/Legal Guardian)	Signature	Date
_____	_____	_____
Printed Name (Parent/Legal Guardian)	Signature	Date