

**Release & Waiver of Liability
MISSOULA COUNTY FAIRGROUNDS**

In Consideration of being permitted to camp on the Missoula County Fairgrounds premises and/or in consideration of being permitted to keep livestock on the Missoula County Fairgrounds premises during the Western Montana Fair and/or any other time period, EACH OF THE UNDERSIGNED, for themselves, their personal representatives, heirs, and next of kin, acknowledges, agrees and represents that they have, or will immediately upon entering any part of such property, and will continuously thereafter, inspect such property and all portions thereof which they enter and with which they come in contact, and they do further warrant that their entry upon such property and their camping and/or boarding of livestock constitutes an acknowledgment that they have inspected such property area and that they find and accept the same as being safe and reasonably suited for the purposes of their use, and they further agrees and warrants that if, at any time, they are in or about such property and feel anything to be unsafe, they will immediately advise the officials of the Western Montana Fair and/or the staff of the Missoula County Fairgrounds of such and will immediately leave the area. In further consideration of the foregoing, the undersigned agree as follows:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Western Montana Fair, Missoula County Fairgrounds, and Missoula County, or their respective directors, officers, or employees, all for the purposes herein referred to as "releasees", from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin, for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property of or resulting in death of the undersigned, whether caused by the negligence of the releasees, or otherwise, while the undersigned is in or upon the aforesaid areas for the purposes of camping and/or boarding livestock.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the area or in any way competing, officiating, observing or working for, or for any purpose participating in any event and whether caused by the negligence of the releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the said areas while camping and/or boarding livestock at Missoula County Fairgrounds.

EACH OF THE UNDERSIGNED EXPRESSLY ACKNOWLEDGE and agree that the foregoing Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Montana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representation, statements or inducements apart from the foregoing written agreement have been made.

Signature

Date

Print Name