

## ATTACHMENT "B"

### **Voluntary Acknowledgement of Risks, Release of Liability and Indemnity Agreement**

This Voluntary Acknowledgment of Risks, Release of Liability and Indemnity Agreement (the "Release") shall be a part of the Automobile Club Exhibit Contract (the "Agreement") entered into between the State Fair of Texas ("SFT") and my Car Club. The undersigned hereby acknowledges that he/she has read and understands the Agreement and this Release and executes it with the full knowledge of its significance.

My signature acknowledges that I have voluntarily chosen to display my vehicle(s) (referred to as the "Activities") and to use the facilities of Fair Park, SFT and/or City of Dallas (referred to collectively as the "Facilities") at the Classic Car Corral during the 2021 State Fair of Texas® (the "Event"). In consideration for SFT permitting me to participate in the Activities and use the Facilities, I hereby acknowledge, agree, promise and covenant on behalf of myself, my heirs, assigns, personal representatives and estate with SFT, City of Dallas, Fair Park First, Global Spectrum, L.P. d/b/a Spectra Venue Management, each of their lessors, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their officers, directors, employees, trustees, elected and appointed officials, representatives, managers, agents and principals, past and present, and each of them (collectively referred to herein as the "Releasees") as follows:

1. **COVID-19:** The novel coronavirus commonly known as COVID-19 and SARS-CoV-2 ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. An inherent risk of exposure to COVID-19 exists in any public place where people are present, including participation in the Activities, use of the Facilities or attendance at the Event. **COVID-19 is an extremely contagious virus that can lead to potentially life-threatening illness and even death.** According to the Centers for Disease Control and Prevention ("CDC"), senior citizens and persons with underlying medical conditions are especially vulnerable.

I understand and acknowledge that participation in the Activities or use of the Facilities may expose me to contact with one or more persons who have been infected with, and/or exposed to COVID-19. I further understand that my participation in the Activities or use of the Facilities may expose me to contact with surfaces or objects that contain COVID-19 and may serve as a means for transmission of COVID-19 to me or others who participate in the Activities or Event or use the Facilities. Based on the forgoing, I understand that my participation in the Activities or use of the Facilities may expose me, along with others with whom I may come in contact after I leave the Facilities, to a risk of infection with COVID-19, which may cause significant and serious illness, bodily injury and/or death. I understand and agree that I may be required to wear personal protective equipment ("PPE") designed to reduce the chances of exposure to or infection with COVID-19 at the Facilities for my participation in the Activities. I also understand and acknowledge that the CDC and U.S. Food & Drug Administration ("FDA") have published information related to the safety and efficacy of the COVID-19 vaccine. SFT recommends that all vendors and participants make a good faith effort to receive the COVID-19 vaccine, including any boosters, prior to entering the Facilities or participating in the Activities.

I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, illness, disease or symptoms, including illness or symptoms of COVID-19, which would or could potentially affect my performance of the Activities or use of the Facilities, or harm any co-participants, patrons, spectators, staff or others. I agree that I will comply with SFT's health and safety rules and protocols related to COVID-19 as promulgated by the CDC, State of Texas, County of Dallas and/or City of Dallas.

I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 in order to enter the Facilities and participate in the Activities at the Event. My participation in the Activities and use of the Facilities are of such value to me that I accept the risk of being exposed to contracting and/or spreading COVID-19 in order to participate in the Activities in person.

2. **ACKNOWLEDGEMENTS OF RISKS:** I UNDERSTAND AND ACKNOWLEDGE that participating in the Activities, which will be held at the Facilities, entails known and unanticipated risks which could result in PHYSICAL OR MENTAL INJURY, DEATH, ILLNESS OR DISEASE, OR DAMAGE to me, my property, vehicle(s) or others. I **understand and acknowledge those risks** may result in claims against Releasees. However, I am making an informed choice to voluntarily accept such risks in exchange for the opportunity to participate in the Activities, and I agree that the benefit of the Activities outweigh the risks, which include but in no way are limited to: (i) **the acts, omissions or negligence in any degree of Releasees, or their agents or employees;** (ii) the risks inherent in the Activities, including but not limited to the installation, display or removal of the vehicle(s) for display; (iii) latent or apparent defects or conditions of the Facilities; (iv) improper or inadequate instruction or supervision regarding the Activities or use of the Facilities; (v) the behavior of co-participants, patrons, spectators or staff; (vi) accidents or incidents in the Facilities; (vii) criminal acts, terrorism or riots; (viii) exposure or potential exposure to sickness, illness, harmful bacteria, viruses, including COVID-19 or permutations thereof, or other infectious diseases; and/or (ix) first aid, emergency treatment or services rendered or failed to be rendered by Releasees, or their contractors, agents or employees. I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, **anticipated or unanticipated** may also result in injury, death, illness, disease, or damage to me, my vehicle(s) or to my property. I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, disease or disablement which would or could potentially affect participation in the Activities or use of the Facilities.

3. **VOLUNTARY ACCEPTANCE AND ASSUMPTION OF RISK AND RESPONSIBILITY:** I EXPRESSLY AND VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES, AND RISK FOR

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INJURY, DEATH, ILLNESS OR DISEASE OR DAMAGE TO ME OR TO MY PROPERTY, INCLUDING MY VEHICLE(S), ARISING FROM THE PARTICIPATION IN THE ACTIVITIES OR USE OF THE FACILITIES.

4. **SFT RULES:** I UNDERSTAND AND ACKNOWLEDGE that I am being granted access to the Facilities and that I will be subject to all of SFT's rules regarding my conduct while participating in the Activities at the Facilities. I acknowledge and agree that SFT may remove me from the Facilities at any time for violation of SFT's rules or for conduct that is disruptive, offensive or unsafe.

5. **RELEASE AND INDEMNITY:** I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE Releasees and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or rights or action, which are related to, arise out of, or are in any way connected with the participation in the Activities or use of the Facilities, **including, but specifically not limited to any and all negligence or fault of Releasees.** I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply to all current and future participation in the Activities or use of the Facilities. I understand that this RELEASE OF LIABILITY will prevent me, my child, my heirs or my estate from bringing any action at law, suit in equity, or other jurisdictional proceeding or making any claim for damages, injury or death in the event of damage, injury or death arising from participation in the Activities or use of the Facilities.

I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE RELEASEES, FROM ALL LIABILITY TO ME, MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND LAWSUITS (COLLECTIVELY "CLAIMS") AND ALL DAMAGES, LOSSES, OBLIGATIONS, LIABILITIES, FINES, PENALTIES, JUDGMENTS, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES (COLLECTIVELY "DAMAGES") ON ACCOUNT OF INJURY TO THE PERSON, OR RESULTING IN MY DEATH, OR DAMAGE TO PROPERTY, INCLUDING MY VEHICLE(S), ARISING OUT OF OR IN ANY WAY RELATED TO ANY: (i) USE OR OCCUPANCY OF THE FACILITIES BY ME OR MY INVITED GUESTS; (ii) MY ACTS OR OMISSIONS; (iii) PERSONAL INJURY (INCLUDING BODILY INJURY, ILLNESS OR DEATH) OR DAMAGE TO PROPERTY PROXIMATELY CAUSED BY ME; (iv) PARTICIPATION IN THE ACTIVITIES BY ME IN CONNECTION WITH THE EVENT; OR (v) DEFECTS IN THE VEHICLE(S), TRAILERS, DISPLAYS OR EQUIPMENT PROVIDED OR USED BY ME IN CONNECTION WITH THE EVENT.

I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY Releasees **from all defense costs, including attorneys' fees, or any other costs incurred in connection with claims for mental or bodily injury, wrongful death or property damage that may be filed by me, my child, my heirs or my estate. Such indemnity and defense obligation shall further extend to any claim, loss or lawsuit, which alleges that I negligently or intentionally caused any injury, illness, death or damage to spectators or other third parties in the course of my participation in the Activities.**

6. **INSURANCE:** I certify that I have adequate insurance to cover any Claims, Damages or injury I may cause or suffer while participating in the Activities or using the Facilities, or else I agree to bear the costs of such Claims, Damages or injury myself. I further certify that I can perform the essential functions of the job required for the Activities and I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any injury, illness or damage I may cause or suffer.

7. **RELEASE OF ALL RIGHTS RELATED TO MY AUDIO, VIDEO AND PHOTOGRAPHIC IMAGE:** I hereby agree to a blanket release and disclaimer of all rights related to my identity, name, likeness, appearance, voice, and professional and biographical information, including any audio, video and/or photographic images, that may arise out of my participation in the Activities, use of the Facilities or appearance at the Event. I understand that this release includes any and all marketing, promotion, publishing or advertising that may occur anywhere and anytime on any media, now known or later developed and used by SFT. Further, I hereby grants full permission for SFT and hereby irrevocably permit, authorize, and license SFT and any of its licensees, sub-licensees, subcontractors, and/or agents to identify me by name and use my identity, name, likeness, appearance, voice, and professional and biographical information in all materials created by or on behalf of SFT in association with the Event, Activities or Facilities, including without limitation any audio, video, photographs, motion pictures, TV broadcasts and promotions, radio broadcasts and promotions, internet websites, streaming media, social media, webcasts, recordings, digital media and other media, now known or later developed, and to use them in perpetuity, no matter by whom taken or recorded, in any manner for publicity, promotions, advertising, trade or commercial purposes, without any reimbursement of any kind due to me, or the need to pay me any fee whatsoever. SFT shall have the exclusive right, but not the obligation, worldwide and in perpetuity to use and to license others to use all or any portion of the audio, video, or photographic images that may arise out of or in connection with my participation in the Activities or appearance at the Event. I agree that SFT will be the exclusive owner of all rights, including but not limited to the copyrights, in and to the audio and video recordings, photographic images, subsequent broadcasts thereof, and the results and proceeds of my participation hereunder (collectively referred to as the "Materials"). I agree that the Materials shall constitute a "work made for hire" pursuant to the United States Copyright Act. To the extent any of the Materials are not considered a "work made for hire," I hereby assign all rights in the Materials to SFT. Such assignment shall be deemed irrevocable and coupled with an interest.

8. **ENTIRE AGREEMENT, SEVERABILITY AND VENUE:** I HEREBY AGREE THAT THIS RELEASE EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, AND IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF TEXAS, AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT. I understand that this is the entire Agreement between the undersigned and SFT, and that it cannot be modified or changed in any way by the representations or statements of SFT or any employee or agent of SFT, or by the undersigned. I agree that the Agreement and this Release are to be

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construed under the laws of the State of Texas, and that all conditions hereunder are understood by me and that I understand the significance of same.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the Activities or use of the Facilities, I may be found by a court of law to have waived my right to maintain a lawsuit against Releasees on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

**NAME OF CAR CLUB:** \_\_\_\_\_

**PRINT FULL NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE**

**Date:** \_\_\_\_\_