

# CACHE COUNTY JUNIOR LIVESTOCK SALE PARTICIPATION, WAIVER, AND RELEASE AGREEMENT

I represent that I am the parent or legal guardian of the youth exhibitor ("Participant") having a livestock animal to be sold through the Cache County Junior Livestock Sale. I hereby agree to the following terms and conditions as set forth in this Participation, Waiver and Release Agreement.

CODE OF CONDUCT. Participant is expected to adhere to the following code of conduct while participating in the Cache County Junior Livestock Sale.

Participant will:

Exhibit positive character and behavior such as responsibility, respectfulness, caring, citizenship, and fairness.

Dress appropriately, including proper 4-H and or FFA attire. Use appropriate language, and respect the rights of others.

Be respectful of public or private property and will be responsible for any damage or theft resulting from Participant's misconduct.

I understand the following:

Animals that are presented for sale that contain any of the following will forfeit their sale position and will be sold at the end of the auction: glitter, painted propaganda, messages, being rode or apparel of any type.

Project animals sold through the Cache County Junior Livestock Sale will be free and clear of any unsafe drugs or harmful materials or deemed harmful by the Utah Department of Agriculture.

Animals sold are deemed safe for human consumption.

Participant's involvement in Bullying, including verbal, physical, and cyber bullying is prohibited.

Misuse or damage of Cache County owned property is prohibited. Charges will be pressed against those who are responsible.

Inappropriate use of cameras and digital devices is prohibited in any area where privacy is expected.

Participant's project animals sold through the Cache County Junior Livestock Sale are not eligible for payment until the animal is safely delivered to the buyer on Sunday morning. Participants continue to be responsible for the welfare and care of their animal including feed and water until possession is transferred Sunday morning to the buyer.

Cache county Junior Livestock committee reserves the right to dismiss or reject any animal for any reason, including animal sickness, injury, ability to control the animal or other reason that may result in the animal being rejected by the floor buyer.

FURTHERMORE: I acknowledge that Livestock Activities are not without Inherent Risks. Inherent Risks means those dangers or conditions which are an integral part livestock activities, which may include: (a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) collisions with other animals or objects; or (d) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. See Utah Code 78B-4-201(5). I also acknowledge that loss or damage to property or injury,

illness, or death to myself, the Participant or others may result from (a) the negligent acts of participants or organizers of Livestock Activities and (b) the elements that contribute to the unique character of Livestock Activities. I voluntarily accept the Inherent Risks on behalf of the Participant and other risks and dangers described above or otherwise associated with Livestock Activities in which Participant takes part. I agree that I will be personally liable for any damages that the Participant causes while participating in Livestock Activities, including Participant's actions or the actions of any animals under Participant's stewardship or control. During Participant's participation in the Livestock Activities, I agree to cause the Participant to adhere to appropriate safety standards to ensure the safety of exhibitors, others, animals, and associated property.

I understand and acknowledge the Participant's failure to adhere to the above code of conduct and terms in this Agreement may result in Participant's removal or suspension from current or future Cache County Junior Livestock Sales.

ACKNOWLEDGEMENT OF EFFECT OF THIS AGREEMENT: I understand and acknowledge that by electronically signing this Agreement, I am agreeing to be bound by these terms and conditions. I acknowledge that by this Agreement, I have freely and voluntarily (a) given up certain legal rights and/or possible claims that I might otherwise assert or maintain against the Cache County Junior Livestock Sale, including specifically, but not limited to, rights arising from or claims for the negligent acts or omissions of Cache County Junior Livestock Sale; and (b) assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by third parties against me/Participant as a result of Participant's participation in this Activity.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE AGREEMENT, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS AS WELL AS THE RIGHTS OF PARTICIPANT, AND UNDERSTAND THAT IT WAIVES MY AND PARTICIPANT'S RIGHT TO SUE the Cache County Junior Livestock Sale.