

TITUS COUNTY FAIR - AG SPEAKING CONTEST ENTRY FORM

September 22, 2018 – Check in at 8:00 AM

North Ridge Church of Christ; 212 Burton Road; Mount Pleasant, Texas

ENTRIES MUST EMAILED TO TCFAIRAGSPEAKING@GMAIL.COM

NOT LATER THAN 11:59PM ON SEPTEMBER 1, 2018.

Turn in one (1) cppy of manuscript at the time of the contest.

Contestant:

Name: _____

DOB: / / Grade (18/19 year): _____ School: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Ag Science Teacher, FCCLA Advisor, or County Extension Agent:

Name: _____ Organization: _____

Phone: _____ Email: _____

Signature confirming participant is member of organization: _____

Parent(s):

Names: _____

Phone: _____ Email: _____

(Parent must sign liability form to be sent with entry form.)

Statement of Originality:

I, the undersigned, do hereby certify that the information presented and speech is the result of my own originality, effort and ability. All information considered direct quotes, phrases, specific dates, figures and other materials are properly cited in the manuscript and identified in the bibliography at the end of the manuscript. I understand that failure to properly cite others work represents plagiarism and will result in disqualification.

Contestant Signature:

Speech Title:

Division (circle one):

Agribusiness	Agricultural Policy
Ag Communication	Animal Science
Livestock Show Ethics	Natural Resources
Horticulture	Western Heritage
Ag Technology	

Age Group (circle one):

Juniors	Seniors
3 rd -8 th Grade at least 8	9 th -12 th Grade

(grade as of 18/19 school year age as of 8/31)

Release of Liability and Indemnity Agreement – Titus County Fair

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. BY WRITING YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE DISCLOSURES OF RISKS, VOLUNTARILY ACCEPT THOSE RISKS, AND AGREE TO BE BOUND BY ALL TERMS OF THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

My signature acknowledges that I and/or the minor for whom I am the parent or legal guardian (collectively referred to as “I”, “me”, or “my”) have voluntarily chosen to participate as an exhibitor in the Titus County Fair (referred to as the “Activities”) and to use the facilities of Fair Grounds, City of Mount Pleasant, or other involved entities (referred to collectively as the “Facilities”). In consideration for the Titus County Fair 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 the Titus County Fair, City of Mount Pleasant, or other involved entities, each of their lessors, parent companies, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their partners, trustees, directors, officers, members, agents, attorneys, servants and employees, past and present, and each of them (collectively referred to as “Releasees”) as follows:

I hereby certify that I have read, understand and will comply with all the rules and regulations in the current Titus County Fair. I understand and acknowledge that violation of the rules in the Titus County Fair Rules will result in the disqualification of me and/or my entry, as well as exhibitor sanctions as established in the Titus County Fair Rules. All entries MUST be signed by the exhibitor and his/her parent or guardian if the exhibitor is under 18 years of age. Additionally, if the exhibitor is under age 18, the parent or legal guardian must sign the Affidavit of Parent or Legal Guardian below. Incomplete signatures constitute NO ENTRY.

I UNDERSTAND AND ACKNOWLEDGE that participating in the Activities and use of the Facilities entails known and unanticipated risks which could result in PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, DEATH, OR DAMAGE to myself, property, or to third parties. **I understand and acknowledge those risks** may result in claims against Releasees. However, I am making an informed choice to voluntarily accept such risks due to the benefits of the Activities, and I agree that the benefits 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 any physical or mental injuries; (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; (vi) accidents or incidents in the Facilities; and/or (vii) first aid, emergency or medical treatment or services rendered or failed to be rendered by Releasees, or their 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 or to my property.

LIMITATION OF LIABILITY

WARNING

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

WARNING

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

I EXPRESSLY AND VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES, AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE OR DAMAGE TO ME OR TO MY PROPERTY ARISING FROM THE PARTICIPATION IN THE ACTIVITIES OR USE OF THE FACILITIES.

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 of 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.

(see page 2)

I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY Releasees, and all other persons or entities **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, death or damage to spectators or other third parties in the course of my participation in the Activities.**

I hereby agree to a blanket release of all rights related to my audio and photographic image that may arise out of my participation in the Activities or use of the Facilities. I understand that this release includes any and all marketing, promotion or advertising that may occur anywhere and anytime on any media as later used by Releasees. Further, I hereby grant full permission for Releasees, to record any or all of my participation, and my name and likeness in the Activities for photos, motion pictures, TV, radio, Internet, recordings, videotapes, and other media, known or unknown, 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. I agree that Releasees will be the exclusive owner of all rights, including but not limited to the copyrights, in and to the recordings and the results and proceeds of my participation hereunder ("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 Releasees. Such assignment shall be deemed irrevocable and coupled with an interest.

Contest Entry Certification
Voluntary Acknowledgment of Risks, Release of Liability and Indemnity Agreement
Titus County Fair

I understand that this is the entire Agreement between the undersigned and Releasees, and that it cannot be modified or changed in any way by the representations or statements of Releasees or any employee or agent of Releasees, or by the undersigned. I understand and agree that this Agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in a court in the County of Dallas, State of Texas. Any disputes will be subject to and determined under the laws of the State of Texas.

I hereby certify that this entry is eligible in accordance with the rules and regulations in the current State Fair of Texas Livestock Premium List.

Exhibitor Signature	Date	Parent/Guardian Signature	Date

IF EXHIBITOR IS UNDER AGE 18, PARENT/GUARDIAN MUST READ AND SIGN THE FOLLOWING:

AFFIDAVIT OF PARENT OR LEGAL GUARDIAN

I, the undersigned, declare that I am the parent of, or the legal guardian of, the below named minor, and have the capacity to execute documents on behalf of such minor. I understand that as a condition to participate in the Activities (as defined above) and use the Facilities (as defined above) the parent or legal guardian of the minor participant must sign certain legal documents, including but not limited to this Entry Certification, Acknowledgement of Risks, Release of Liability, and Indemnity Agreement. I am signing this document, freely, without any fraud or duress and acknowledge that I have read and understand the same.

In the event that it is determined that I am not the parent or legal guardian of the minor, or did not have the legal capacity to execute the documents on behalf of said minor, then I agree to DEFEND AND INDEMNIFY the Titus County Fair, City of Mount Pleasant, and other entities, each of their lessors, parent companies, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their partners, trustees, directors, officers, members, agents, attorneys, servants and employees, past and present, and each of them, if any litigation is instituted, as a result of any injury or death or claim for damage arising out of, relating to, or in any way connected with the minor’s participation in the Activities or use of the Facilities. I understand that this indemnity provision is in addition to (and not in lieu of) any other indemnity provision found in this document.

Exhibitor's Legal Name (please print): _____

Legal Guardian Name: _____

Legal Guardian Signature: _____

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/
Sole proprietor Corporation Partnership Other ▶ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,