

VOLUNTARY ACKNOWLEDGEMENT OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

As consideration for the South Carolina State Fair permitting me to enter the fairgrounds with my professional photography equipment and take photographs (the "Activities") at the 2024 South Carolina State Fair (the "Event") and to use the property and facilities of the South Carolina State Fair and all of the fairgrounds, buildings, barns, walkways, thoroughfares, common areas, parking lots and amenities (collectively referred to as the "Facilities") in Columbia, (Richland County) South Carolina - I hereby acknowledge, agree, promise and covenant on behalf of myself, my heirs, assigns, personal representatives and estate with the South Carolina State Fair as well as each of its respective partners vendors, entertainers, trustees, directors, officers, managers, members, elected and appointed officials, agents, attorneys, representatives, volunteers, servants and employees, past and present, and each of them (collectively referred to as "Releasees") as follows:

ACKNOWLEDGEMENT OF RISKS: I UNDERSTAND AND ACKNOWLEDGE that the Activities in which I am about to voluntarily engage bear certain known risks and unanticipated risks that could result in **PHYSICAL OR MENTAL INJURY, DEATH, ILLNESS OR DISEASE, OR DAMAGE** to me or my property. 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 any physical or mental injuries; (iii) latent or apparent defects or conditions of the Facilities; (iv) the behavior of co-participants, patrons or staff; (v) accidents or incidents in the Facilities; (vi) criminal acts, terrorism or acts of war declared or undeclared; (vii) exposure or potential exposure to sickness, illness, harmful bacteria, viruses, including COVID-19 or permutations thereof, or other infectious diseases; and/or (viii) 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 or to my property. I

FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, illness, disease or symptoms of COVID-19 which would or could potentially affect my participation in the Activities or use of the Facilities, or harm any patrons, volunteers, South Carolina State Fair staff or others. I **UNDERSTAND AND**

ACKNOWLEDGE that I am being granted access to the Facilities and that I will be subject to all of South Carolina State Fair's rules regarding my conduct while participating in the Activities at the Facilities. I acknowledge and agree that the South Carolina State Fair may remove me from the Facilities at any time for violation of South Carolina State Fair's rules or for conduct that is illegal, hazardous, disruptive, offensive or discourteous. **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 INJURY, DEATH, ILLNESS OR DISEASE OR DAMAGE** to me or to my property arising from participation in the Activities or use of the Facilities. **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 of action, which are related to, arise out of, or are in any way connected with the participation in the Activities and/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 and/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 judicial proceeding or making any claim for damages, injury or death in the event of damage, injury or death arising from participation in the Activities and/or use of the Facilities. 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 patrons of the Event or other third parties in the course of my participation in the Activities or use of the Facilities. INSURANCE: I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Activities or using the Facilities, or else I agree to bear the costs of such injury or damage 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. ENTIRE AGREEMENT, SEVERABILITY AND VENUE: 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 Richland, State of South Carolina. Any disputes will be subject to and determined under the laws of the State of South Carolina. I have read this entire document, understand it completely, and agree to be bound by its terms.