

RELEASE AND WAIVER OF LIABILITY – DAMAGE TO LIVESTOCK

WHEREAS, the River Valley School District (“District”) will be holding a fair and livestock auction on September 27, 2024;

WHEREAS, the purchaser of livestock must specify where the purchaser would like the livestock transported for processing immediately follow the auction;

WHEREAS, one or more processing facilities do not have immediate availability to receive livestock;

WHEREAS, for the convenience of the purchaser, the District has located a farmer who will temporarily store the livestock until such time as the processing facility selected by the purchaser is available to receive the livestock and, at such time, transport the livestock to the processing facility;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, which the undersigned purchaser hereby acknowledges, the undersigned purchaser hereby agrees as follows:

The purchaser, on the purchaser’s own behalf and on behalf of the purchaser’s heirs, assigns, agents, representatives, and owners, hereby releases, covenants not to sue, and forever discharges the District, and its Board of Education, employees, agents, representatives, students, contractors (including, but not limited to, the farmer) and insurers, from any and all damages, loss, liability, costs and expenses, including attorney’s fees, arising out of damage or death to the livestock at any point following the auction, from any cause whatsoever, including, but not limited to, the negligent acts, errors, or omissions of the District, or its Board of Education, employees, agents, representatives, students, or contractors (including, but not limited to, the farmer). This release, covenant not to sue, and waiver of liability includes, but is not limited to, damages, loss, liability, costs and expenses, including attorney’s fees, arising out of improper care or handling of the livestock that affects its use as a food product.

The undersigned purchaser acknowledges that he/she has read this Release and Waiver of Liability – Damage to Livestock, that he/she may be giving up certain rights, and that he/she has voluntarily agreed to its terms.

Signature of Purchaser

Date

Name of Purchaser