## Merced County Spring Fair DRUG RESIDUE POLICY HOLD HARMLESS/RELEASE AGREEMENT

## PLEASE READ CAREFULLY

## [LIVESTOCK ENTRY WILL NOT BE ACCEPTED IF NOT AGREED TO]

In consideration of the Merced County Livestock Association, hereinafter called the "Association", allowing THE EXHIBITOR OF THIS ANIMAL hereinafter referred to as the "Owner", to participate in the Association's Junior Livestock Auction and sell Owner's animal(s), it is agreed that:

- 1. DRUG STATEMENT A) Owner acknowledges the Federal Food, Drug and Cosmetic Act prohibits the introduction or delivery into interstate commerce of any food that is adulterated or misbranded. Adulteration includes poisonous or deleterious substances, and any new animal drugs defined as unsafe within the meaning of Section 512 (21 USC Section 260b) of that act and those drugs listed in Section 402 (21 USC Section 342). B) Owner is responsible for the animals who are rejected as processing center due to the presence of drug residues. C) Owner shall report to management any and all drugs or medications administered to an animal that might still be detected at the time of showing. The name of the drug, dosage, its purpose, time and date of administration will be required. This must be done prior to showing of animal. D) Owner is responsible for any fees that arise from the processor caring for the animal while waiting the specified time to process after the use of drugs. If the processor refuses care of the animal, for the time specified for the drug used, the Owner may care for the animal and make the appropriate arrangements with the buyer and the processor.
- 2. INDEMNITY The Owner agrees, for him/herself and his/hers, executors, administrators, or assigns to indemnify and hold harmless, the Association, its directors, officers, agents, employees, successors or assigns, the County of Merced and the State of California, their respective officers, agents, and employees from any and all losses, claims, actions, or proceedings of any kind which may be initiated by purchasers, handlers or consumers of Owner's animal(s) and or any other person or organization; including reimbursement for all legal cost and attorney fees incurred of any by the indemnified parties or any of them, for the defense of any such actions which may hereinafter impact directly or indirectly from the sale, handling, and human consumption of Owner's animal(s).

I have read this agreement carefully and fully understand and accept its content by typing "YES" in the agreement box on the Merced County Spring Fair Online Entry Site.