



**RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in any and all activities (the "Activities"), associated with (i) Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund and Corral Club, Inc. (collectively, \*HLSR') and (ii) the **PRAIRIE VIEW** Trail Ride (the "Trail Ride"), and to the fullest extent permitted by law, the undersigned hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement"). This Agreement shall remain in effect for as long as the undersigned participates in the Activities.

- 1. **ACKNOWLEDGMENT OF RISKS:** The undersigned recognizes and understands that there are risks associated with his/her participation in the Activities including, but not limited to, bodily injury or death to persons and theft, damage or destruction to property. UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES. 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.
- 2. **RELEASE FROM LIABILITY:** The undersigned hereby RELEASES, ACQUITS AND FOREVER DISCHARGES HLSR, its subsidiaries and affiliates and its and their present and former directors, officers, employees, agents, volunteers, and representatives and the respective heirs, administrators, executors, successors and assigns (collectively, the "HLSR Parties" or individually, an "HLSR Party") from any and all claims, demands, causes of action, suits, settlements, judgments and/or expenses (including, but not limited to, reasonable attorneys' fees) for personal injury, death and/or property damage, accrued or to accrue in the future, known or unknown, (collectively, "Claims") relating to or arising out of any negligent acts in connection with his/her entry into and participation in the Activities, including but not limited to the NEGLIGENCE ACTIONS OF THE HLSR PARTIES, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS. Without limiting the foregoing, the undersigned agrees that the HLSR Parties shall not be liable to him/her, his/her family, heirs, administrators, executors or assigns for Claims arising from or related to the undersigned's entry into and participation in the Activities.
- 3. **AGREEMENT TO DEFEND, INDEMNIFY AND HOLD HARMLESS:** THE UNDERSIGNED AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE HLSR PARTIES from any and all claims, demands, causes of action, suits, settlements, judgments and/or expenses (including, but not limited to, reasonable attorney's fees) for personal injury, death or property damage, accrued or to accrue in the future, known or unknown, (collectively, "Claims"), including but not limited to Claims resulting from THE HLSR PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS; provided, however, that the duty of the undersigned to defend, indemnify and hold harmless the HLSR Parties shall extend only to Claims arising directly or indirectly from the undersigned's entry into and participation in the Activities. As used herein, "INDEMNITY" means to agree to assume the HLSR Parties' liability as to any and all claims, causes of action, suits, settlements, judgments and/or expenses (including, but not limited to reasonable attorneys' fees) made by, through or under the undersigned against the HLSR Parties related to the undersigned's entry into and participation in the Activities.
- 4. **PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT:** The undersigned GRANTS PERMISSION to be PHOTOGRAPHED, VIDEOED, RECORDED and/or INTERVIEWED in connection with the Activities. The undersigned understands that any such photographs, videos, recordings and/or interviews may be used by HLSR and Trail Ride for television, film, video, visual, graphic, printed and/or social media. The undersigned agrees to RELEASE and INDEMNIFY HLSR and Trail Ride with respect to any Claims related to the usage of such photographs, videos, recordings and/or interviews by the HLSR and Trail Ride Parties or any media.
- 5. **TEXAS LAW:** The undersigned understands that this Agreement shall be binding on his/her heirs, executors, successors and assigns, that the Agreement will be governed by the laws of Texas, and that jurisdiction and venue for resolution of any dispute regarding this Agreement shall lie in a Texas State Court in Harris County, Texas. If any part of this Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of this Agreement. The undersigned agrees to the terms and conditions above and acknowledges receipt of this Agreement.
- 6. **COMPREHENSION AND AUTHORITY:** As further inducement to HLSR to permit the undersigned's entry into and participation in the Activities, the undersigned represents that he/she thoroughly and completely understands that this is a complete and final release and indemnity agreement that he/she is freely and voluntarily entering into this Agreement, and that no representations, promises or statements made by the HLSR Parties, or any agent, attorney or other representative of an HLSR Party has influenced the undersigned in causing him/her to sign this Agreement.
- 7. The undersigned certifies that he/she has never been convicted or received deferred adjudication as a sex offender or of any crime related to abuse, assault or violence toward a child. The undersigned authorizes the Trail Ride and/or HLSR to review any sex offender registries under his/her name and agrees that if he/she is charged with such a crime, that he/she will immediately advise the Trail Boss and/or President of HLSR. The undersigned also agrees to abide by all the Trail Ride and HLSR Rules and Policies.

Printed Name of Trail Ride Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature (Parent/Guardian if a Minor): \_\_\_\_\_

**MINORS MUST HAVE A PARENT/GUARDIAN ALSO SIGN THE AGREEMENT ON THE NEXT PAGE**

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE  
(UNDER THE AGE OF 18 AT DATE THIS AGREEMENT IS SIGNED)**

This is to certify, that I, as parent/guardian with legal responsibility for the above-named person, do consent and agree to his/her release as provided above of all the HLSR and Trail Ride Parties, and, for myself, my heirs, assigns, and next of kin I release and agree to indemnify and hold harmless the HLSR and Trail Ride Parties from any and all liabilities incident to my minor child's involvement and/or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE HLSR AND/OR TRAIL RIDE PARTIES, to the fullest extent permitted by law.

Printed Name of Parent/Guardian: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Relationship: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_