

## RELEASE OF LIABILITY & INDEMNITY AGREEMENT MUST BE SUBMITTED AT THE TIME OF ENTRY.

Part I As valid consideration for entry into and participation in activities (the "Activities") with San Angelo Stock Show and Rodeo Association, ("SASSRA"), the undersigned hereby enter into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement").

1. <u>INVITATIONAL SHOW</u>: The San Angelo Stock Show is an invitational show, and the San Angelo Stock Show and Rodeo Association reserves the right to extend or withhold an invitation to any Exhibitor or Contestant.

2. <u>ACKNOWLEDGMENT OF RISKS</u>: The undersigned recognize and understand there are risks associated with entry into and participation in the Activities including, but not limited to, bodily injury or death, and damage to property or privacy rights. The undersigned further acknowledge that they will be liable for all damage to persons, livestock, or property that is caused by them or any persons (including, but not limited to, minors) under their care and control, and that arise out of, or are related to, the undersigned's entry into and participation in the Activities. 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 ACTIVITIES.

3. <u>RELEASE FROM LIABILITY:</u> The undersigned hereby RELEASE, ACQUIT AND FOREVER DISCHARGE SASSRA, 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 "SASSRA Parties" or individually, a "SASSRA Party") from any and all claims, causes of action, suits, demands, 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 NEGLIGENT ACTIONS OF THE SASSRA PARTIES, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS. Without limiting the foregoing, the undersigned agree that the SASSRA 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.

4. <u>AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:</u> THE UNDERSIGNED AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE SASSRA PARTIES from any and all Claims, including, but not limited to, Claims resulting from THE SASSRA 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 SASSRA Parties shall extend only to Claims arising directly or indirectly from the undersigned's entry into and participation in the Activities. As used herein, "INDEMNIFY" means to agree to assume the SASSRA Parties' liability as to any and all claims, causes of action, suits, demands, settlements, judgments, and/or expenses (including, but not limited to, reasonable attorneys' fees) made by, through, or under the undersigned against the SASSRA Parties related to the undersigned's entry into and participation in the Activities.

5. <u>PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY:</u> The undersigned GRANT PERMISSION to be PHOTOGRAPHED, VIDEOED, RECORDED and/or INTERVIEWED in connection with the Activities. The undersigned understand that such photographs, videos, recordings and/or interviews may be used by SASSRA for television, film, video, visual, graphic, and/or printed media. The undersigned agree to RELEASE and INDEMNIFY SASSRA for any Claims related to photographs, videos, recordings and/or interviews by the SASSRA Parties and/or any media.

6. <u>TEXAS LAW AND ARBITRATION</u>: The undersigned understand that this Agreement shall be binding on their heirs, executors, successors and assigns, that the Agreement will be governed by the laws of Texas, and that jurisdiction and proper venue for any dispute regarding this Agreement shall be in a District Court in Tom Green 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. This Agreement controls notwithstanding any conflicting terms or conditions of any other agreement between the parties. The undersigned agree to these terms and conditions and acknowledge receipt of this Agreement. SASSRA may require that all claims or disputes between Exhibitor and/or his/her parent or guardian and SASSRA and/or its agents, officers, directors, volunteers, members and assigns, in any way arising out of or related to this Agreement, shall be decided by binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the Federal Arbitration Act, 9 U.S.C., 1, et seq. and in accordance with the Commercial Arbitration Rules of the AAA that are in effect at the time the demand for arbitration is filed, unless the parties mutually agree otherwise in writing. The decision of the arbitrator(s), which shall state findings of fact and conclusions of law, shall be final, conclusive and binding on the parties and judgment may be entered thereon in the District Court of Tom Green County, Texas, to enforce the decision.

## Part II

The undersigned certify that they have read, understand, and will abide by all rules and regulations of the San Angelo Stock Show and Rodeo Association, including, but not limited to, the Livestock Premium Book.

The undersigned represent that they thoroughly understand that this is a complete and final release and indemnity agreement, that they are voluntarily entering into this Agreement and that no representations, promises or statements made by any SASSRA Party or any agent, attorney or other representative of any SASSRA Party has influenced the undersigned in causing them to sign this Agreement.

Signature – Contestant:	Date:	Name Printed:
Signature—Parent/Guardian:	_Date:	Name Printed:
AST/CEA SIGNATURE:		
Name of County 4-H or FFA Chapter:		