



# Judging Contest and Other: Release of Liability & Indemnity Agreement

## PLEASE COMPLETE AND BRING TO CONTEST

4-H & FFA Meat Judging Contest

Intercollegiate Meat Judging Contest

**ONE FORM REQUIRED FOR EACH CONTEST ENTERED. EACH COACH AND CONTESTANT MUST EXECUTE THIS APPLICATION.**

### Part I

As valid consideration for entry into and participation in activities (the "Activities") with the Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund, HLS&R Institute for Teacher Excellence, Houston Livestock Show and Rodeo Endowment Foundation and the Corral Club, Inc., (collectively, "HLSR"), the undersigned hereby enter into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT/ DRUG CERTIFICATION FORM (this "Agreement").

**1. INVITATIONAL SHOW:** The Houston Livestock Show is an invitational show and the Houston Livestock Show and Rodeo reserves the right to extend or withhold an invitation to any Exhibitor or Contestant.

**2. ACKNOWLEDGMENT OF RISKS:** 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 CHAPTER 87, TEXAS CIVIL PRACTICE AND REMEDIES CODE, A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES. 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.**

**3. RELEASE FROM LIABILITY:** The undersigned hereby RELEASE, ACQUIT AND FOREVER DISCHARGE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS HLSR, their present and former directors, officers, employees, agents, and representatives and the respective heirs, administrators, executors, successors and assigns any other person, firm or corporation (collectively, the "HLSR Parties" or individually, an "HLSR Party") and **MARTIN PREFERRED FOODS L.P.** from any and all claims, causes of action, suits and/or demands for personal injury, death or property damage, accrued or to accrue in the future, known or unknown, (collectively, "Claims") relating to or arising out of any negligent, grossly negligent and/or intentional or unintentional acts on the part of the undersigned in connection with entry into and participation in the Activities. Without limiting the foregoing, the undersigned agree that the HLSR Parties shall not be liable to them, their family, heirs, administrators, executors or assigns for Claims arising from or related to the undersigned Exhibitor's entry into and participation in the Activities.

**4. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:** THE UNDERSIGNED AGREE TO RELEASE, ACQUIT AND FOREVER DISCHARGE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE HLSR PARTIES AGAINST THE CONSEQUENCES OF THE HLSR PARTIES' AND MARTIN PREFERRED FOODS L.P. 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 Exhibitor's entry into and participation in the Activities. As used herein, **"INDEMNIFY" means to agree to assume the HLSR Parties' and Martin Preferred Foods L.P.'s liability in a situation, thereby relieving them of responsibility and/or reimbursing the HLSR Parties and Martin Preferred Foods L.P. for Claims asserted against them.**

**5. PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY:** The undersigned GRANT PERMISSION to be PHOTOGRAPHED or INTERVIEWED in connection with the Activities. The undersigned understand that photographs or interviews may be used by HLSR for television, film, video, visual, or printed media. The undersigned agree to RELEASE and IN-DEMNIFY HLSR for any Claims related to photographs or interviews by the HLSR Parties or any media.

**6. TEXAS LAW AND ARBITRATION:** 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 venue for any dispute regarding this Agreement shall lie in a 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. 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. HLSR may require that all claims or disputes between Exhibitor and/or his/her parent or guardian and HLSR 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 Harris County, Texas, to enforce the decision.

### Part II

We, the undersigned Junior Contestant and parent/guardian, certify that we have read, understand and will abide by all rules and regulations of the Houston Livestock Show and Rodeo.

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 HLSR Party or any agent, attorney or other representative of any HLSR Party has influenced the undersigned in causing them to sign this Agreement.

Signature – Contestant: \_\_\_\_\_ Date: \_\_\_\_\_ Name Printed: \_\_\_\_\_

If the person on whose behalf this Agreement is being executed is a minor, a parent or legal guardian must also execute this Agreement.

Signature—Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_ Name Printed: \_\_\_\_\_

RELATIONSHIP TO MINOR: \_\_\_\_\_