

# HOUSTON LIVESTOCK SHOW AND RODEO™

P.O. Box 20070 Houston, Texas 77225-0070

## RODEOHOUSTON™ Super Series Contestant Agreement

RODEOHOUSTON (“RODEO”) is a division of the Houston Livestock Show and Rodeo, Inc. (“HLSR”). The RODEOHOUSTON BP Super Series (as defined in the associated Rules of Competition) will be conducted from February 28, 2012 through March 18, 2012.

By accepting the HLSR’s offer to enter the 2012 RODEOHOUSTON BP Super Series, you are entering into a binding legal agreement (“Agreement”) between you and HLSR. The terms and conditions of the Agreement are contained herein.

**1. Terms and Conditions.** If HLSR accepts and confirms your contestant entry application (“Acceptance”), you agree to the following terms and conditions.

(a) You will arrive at the 2012 RODEO at the time and locations specified in the Acceptance of your entry application.

(b) You agree to compete in the performances (three nightly rounds) specified in the Acceptance of your entry application. If you advance from your respective BP Super Series, you agree to compete in a Semi Final Round (the exact performance determined by draw) and, if required, the Wild Card Round. If you advance from a Semi Final or Wild Card Round, you agree to compete in the BP Super Series Championship Round. Failure to appear in any of these rounds, if qualified, and without a medical release, will result in you being in breach (“Breach”) of this Agreement.

(c) You agree to abide by all of the terms and conditions of the RODEO’s published Rules of Competition (“Rules of Competition”). The Rules of Competition, and any rulings made in accordance with their contents, are final and binding. Failure to comply with the Rules of Competition or with the rulings of RODEO management, RODEO producers or RODEO judges will result in Breach of Agreement.

(d) You acknowledge that the RODEOHOUSTON BP Super Series is an independent production and presentation of HLSR. Accordingly, you acknowledge that, as an independent contractor to HLSR, only HLSR’s rules or restrictions will govern or pertain to you during your competition at the RODEO.

(e) You acknowledge that your performance (competition) at the RODEO is part of a fast-paced sport, quality competition, entertainment and audio-visual presentation that will take place in front of large crowds in Reliant Stadium. You agree to make a good faith effort to perform under the direction of HLSR’s management and RODEO’s producers to help achieve a quality, fast-paced and exciting presentation.

(f) You acknowledge that HLSR is a family event catering to an urban audience and that you will perform and conduct yourself while at the RODEO in such a manner that represents you, the sport of rodeo and HLSR in a positive way.

(g) You agree to comply with all of HLSR's marketing, sponsorship, merchandise and intellectual property rights (see Section 2 below), particularly as they pertain to HLSR's exclusive sponsors. You will not endorse any product (other than your current "Patch" endorsements) in conjunction with your performance at the RODEO without written permission from HLSR.

(h) You agree to arrive at the RODEO in good physical condition and ready to compete in accordance with this Agreement. HLSR may deny or restrict you from competing in the RODEO (initially or during any round/performance), if in its sole judgment, competing would present an inordinate danger to you or others, and you agree to abide by such decision of HLSR. You agree, if requested, to submit to a medical examination and/or medical treatment, including examination or treatment by HLSR designated or HLSR approved medical staff. Any exam requested under this clause will be paid for by HLSR.

(i) You agree to participate in RODEO promotional activities, if requested by RODEO, which may include media interviews, receptions, breakfasts, dinners and cordial "meet and greet" appearances in sponsor/client suites.

(j) In return for the compensation listed below (4 (a) (b) (c)), you agree that HLSR may use your likeness (still picture or video – with or without your recorded voice) recorded in conjunction with your performance at the 2012 RODEO for use, in perpetuity, in association with "Audio-Video Presentation" and "Promotional, News and Documentary Use" detailed below in Section 3.

**(k) Unless given written exception by HLSR, failure to comply with any portion of this Agreement, or any subsequent agreements with HLSR pertaining to your performance at the 2012 RODEO, will result in you being in Breach of Agreement. If you are determined to be in Breach of Agreement, you will not be invited to compete in any HLSR rodeo-related competitions for the years of 2012 and 2013.**

## **2. Marketing, Sponsorship, Merchandise and Intellectual Property Rights.**

2.1 Rights. HLSR owns all marketing, merchandise, sponsorship and intellectual property rights associated with its marks, its presentations, the actual conduct of its events, and the live production and on-site presentation of its shows and competitions to include rodeo events, awards presentations and contestant recognition. HLSR owns all rights associated with its closed-circuit broadcasts and external broadcasts/telecasts to include television and all other means of electronic distribution now known or that might exist in the future.

2.2 Patch Programs and personal clothing. HLSR will honor your ongoing "Patch Program" agreements as long as patches are reasonable in size and presentation. HLSR will not allow you to wear patches that are contracted only for display at the RODEO. HLSR will not allow you to compete in clothing that presents large logo marks of the clothing manufacturer if the manufacturer is not a sponsor of HLSR (except for legitimate Patch Programs).

2.3 HLSR/RODEOHOUSTON Exclusive Agreements. Currently, HLSR has RODEOHOUSTON sponsor/advertising **exclusive agreements** with **Reliant Energy** (NRG Energy), **Ford**, **Coca-Cola**, **Miller Brewing Company**, **Waste Management**, **IKON Office Solutions**, **Mitsubishi Caterpillar Forklift of America** and **Shoppa's Farm Supply**. Other exclusive sponsors may be added at any given time. In reference to 1(g), above, HLSR will not give written permission to you or any other contestant to endorse a product (other than your ongoing Patch Program) in conjunction with RODEO that is in conflict with its exclusive sponsors.

### **3. Video Rights and Audio-Video Presentation.**

3.1 Video Recording. HLSR reserves and retains the right to video and audio record all segments of RODEO performances. All recordings are the sole property of HLSR (see 3.6 below).

3.2 In-House, Closed-Circuit Broadcasts and Live External Telecasts. HLSR reserves and retains the rights to all segments of RODEO performances for live in-house (Reliant Stadium/Reliant Center/Reliant Park) closed-circuit broadcast and for telecasts (by any and all electronic media) to markets outside of Reliant Park. Live and delayed telecasts will be utilized to promote awareness of HLSR, to promote ticketed attendance to current and future HLSR performances, and to promote the sport of rodeo in general.

**HLSR will not utilize your recorded likeness or voice to promote any sponsor or commercial products without written approval from you (you have the sole and absolute right to refuse approval). This does not preclude paid telecast advertising (commercials) or title sponsorship of telecasts in which you compete – distributed by whatever means.**

3.3 Promotional, News and Documentary Use. Individual segments of recorded RODEO performances may be used in future HLSR advertising, HLSR promotional features, HLSR's Rodeo News Network (during the run of its Show each year, HLSR streams an Internet news show) and/or historical documentaries.

HLSR provides live RODEO feeds and recorded action to news media for news coverage; HLSR enforces that news media usage of this action (live or recorded) will not exceed 25 continuous seconds or three minutes in the aggregate per newscast.

3.4 Internet Streaming. HLSR utilizes video streaming on its website to highlight RODEO event winners, aggregate leaders and outstanding rides and scores. All 19 performances of the 2012 RODEO will be streamed live on foxsportshouston.com.

3.5 Retention of Recorded Material. HLSR retains all recording and production rights to RODEO performances. HLSR further reserves the right to store, indefinitely, video/audio recordings for future use as described in this Agreement.

3.6 Contestant Video/Audio and Intellectual Property Rights. HLSR acknowledges that you own all of your personal intellectual property rights not specifically granted to HLSR by this Agreement. Accordingly, HLSR agrees to refer all external requests for your video likeness and/or your voice recorded at RODEO performances (for use other than in HLSR telecasts or HLSR promotions) to you or your designated agent.

3.7 Commercial Production. HLSR (HLSR Productions and/or RODEOHOUSTON productions) has year-round state-of-the-art capabilities to produce broadcast-quality programs in a wide variety of digital formats to include standard or high definition resolution. You or your duly authorized agent(s) may contract with HLSR for future use of your video likeness recorded at the 2012 RODEO (production and recording charges may apply).

**4. Compensation.** In return for your performance (entering and competing at the 2012 RODEO) and for the rights granted by you to HLSR, HLSR will provide the following compensation and earning opportunities.

(a) HLSR will pay your entry fees for the 2012 RODEO (a \$500 value as established in the previous four years of RODEOHOUSTON BP Super Series).

(b) You have the opportunity to earn at least \$500 in bonus money by signing autographs after each of your competitions (performances). Each autograph signing session pays \$100. If you sign at every session following your BP Super Series (three rounds) and you do not advance, you will receive an extra \$200. Bonus money is paid in cash immediately after each autograph session.

(c) You have the opportunity to earn a share of the \$1,600,000 RODEOHOUSTON BP Super Series purse (see the payout schedule posted on the website). The maximum winnings you can win per event is \$62,500 (attainable if you win all three rounds of a BP Super Series, win the BP Super Series aggregate, win the respective Semi Final round and win the Shootout on the Championship Round).

**5. Medical Coverage.** As further consideration for your participation, HLSR will provide medical coverage for treatment of injuries you may sustain while competing in the 2012 RODEO. If your entry is accepted by HLSR, details about the levels, limits and specifics of this coverage will be provided to you no later than January 15, 2012.

**6. Waiver, Release of Liability and Indemnity.** In consideration for being allowed to participate in the RODEO and associated activities, you acknowledge, appreciate and agree that:

(a) Rodeo is a dangerous activity and exposes its participants to serious and significant risks, including risks of personal injury, permanent paralysis and death, as well as risks to personal property and possessions. While particular rules, equipment and personal discipline may reduce these risks, the risks cannot wholly be eliminated.

(b) You willingly agree to comply with the stated and customary terms, rules and conditions for participation. Should you observe any unusual or significant hazard during your presence or participation, you agree to remove yourself from participation and immediately bring such to the attention of the nearest official. Further, you agree as follows:

**WAIVER AND RELEASE OF ALL LIABILITY. YOU ACKNOWLEDGE THAT RODEOS ARE GENERALLY DANGEROUS ACTIVITIES BY THEIR INHERENT NATURE AND THAT PARTICIPATION IN THE PRODUCTION OF A RODEO AND RELATED ACTIVITIES (COLLECTIVELY, IN THIS SECTION6, THE "RODEO ACTIVITIES") AS A COMPETITOR, INDEPENDENT CONTRACTOR, OFFICIAL, LABORER, VOLUNTEER OR OBSERVER IN RELATED AREAS (INCLUDING, WITHOUT LIMITATION, THE RODEO ARENA, COMPETITION AREA, CHUTES, PENS AND OTHER LOCATIONS) EXPOSES YOU TO SUBSTANTIAL AND SERIOUS HAZARDS AND RISKS OF PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH. BEING FULLY AWARE THAT PARTICIPATION IN THE RODEO ACTIVITIES RESULTS IN EXPOSURE TO SUBSTANTIAL AND SERIOUS HAZARDS AND RISKS OF PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH, IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE RODEO ACTIVITIES, YOU AGREE TO ASSUME SUCH HAZARDS AND RISKS, AND ON BEHALF OF YOURSELF, YOUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, DO HEREBY DISCHARGE, WAIVE AND RELEASE THE HOUSTON LIVESTOCK SHOW AND RODEO, INC., HOUSTON LIVESTOCK SHOW AND**

RODEO EDUCATIONAL FUND, INC., HOUSTON LIVESTOCK SHOW AND RODEO ENDOWMENT FOUNDATION, INC., HOUSTON LIVESTOCK SHOW AND RODEO INSTITUTE FOR TEACHER EXCELLENCE, INC., CORRAL CLUB, INC., AND, AS APPLICABLE, THEIR SUBSIDIARIES, PREDECESSORS, SUCCESSORS, OFFICERS, DIRECTORS, OFFICIALS, AGENTS, MEMBERS, VOLUNTEERS, COMMITTEE MEMBERS, AND/OR EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, INSURERS, OWNERS AND, IF APPLICABLE, LESSORS OF PREMISES USED TO CONDUCT THE HOUSTON LIVESTOCK SHOW AND RODEO AND ALL OF ITS RELATED ACTIVITIES WHEREVER CONDUCTED (COLLECTIVELY, THE "RELEASEES") WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH OR LOSS OR DAMAGE TO PERSON OR PROPERTY RESULTING FROM YOUR PARTICIPATION IN THE RODEO ACTIVITIES, **WHETHER ARISING FROM THE NEGLIGENCE (SOLE OR CONCURRENT) OF THE RELEASEES, OR FROM CLAIMS BASED ON STRICT LIABILITY OR PREMISES LIABILITY.**

**INDEMNITY AGREEMENT.** YOU, FOR YOURSELF AND ON BEHALF OF YOUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY AGREE TO INDEMNIFY AND DEFEND THE RELEASEES WITH RESPECT TO ANY EVENT OR ACCIDENT IN ANY WAY CONNECTED WITH OR ARISING OUT OF YOUR PARTICIPATION IN THE RODEO ACTIVITIES. BY EXECUTING THIS AGREEMENT, **YOU REPRESENT AND AGREE THAT IT IS YOUR SPECIFIC INTENT TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES AGAINST THE CONSEQUENCES OF THEIR OWN CULPABLE CONDUCT AND LIABILITY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE (SOLE OR CONCURRENT), BREACH OF WARRANTY, STRICT LIABILITY, VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, BREACH OR CONTRACT, PREMISES LIABILITY, PRODUCT LIABILITY, CAUSES OF ACTION BASED ON LOSS OF CONSORTIUM, CONTRIBUTION CAUSES OF ACTION BASED ON LIENS OR BILLS FOR MEDICAL SERVICES OR CARE YOU RECEIVE, IF ANY, REGARDLESS OF WHETHER SUCH CULPABLE CONDUCT WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF ANY ACCIDENT OR INJURY WHICH RESULTS FROM YOUR PARTICIPATION IN THE RODEO ACTIVITIES OR PROXIMATE OR PRODUCING CAUSE JOINTLY AND CONCURRENTLY WITH YOUR CULPABLE CONDUCT, IF ANY, OR ANY OTHER PERSON OR ENTITY; PROVIDED, HOWEVER, THAT YOUR DUTY TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES SHALL EXTEND ONLY TO CLAIMS WHICH MAY HEREAFTER BE ASSERTED BY PERSONS MADE BY, THROUGH OR UNDER YOURSELF, INCLUDING ANY AND ALL CLAIMS BY HEALTH CARE PROVIDERS OR MEDICAL INSURERS, AND ONLY AS TO LIABILITY ARISING DIRECTLY OR INDIRECTLY FROM YOUR PARTICIPATION IN THE RODEO ACTIVITIES.**

(c) You knowingly and freely assume all risks, both known and unknown, even if arising from the negligence of the RELEASEES defined above or others, and assume full responsibility for your participation in RODEO ACTIVITIES.

(d) You further understand and agree that the above-stated obligation to indemnify the RELEASEES extends to, but is not in any manner limited to, any and all claims for medical aid, hospital services, doctors' services, ambulance bills, psychiatric services, nursing, drugs, medicine, hospital liens, and/or attorneys' fees, past, present and future, you incur as a result of or related to your participation in the RODEO ACTIVITIES. You further intend and agree that the RELEASEES shall not hereafter be subject to exposure to any liability whatsoever, whether for subrogation, contribution or indemnity, or otherwise, to any person, firm, organization, insurer, estate, personal representative, heir, devisee, corporation or other entity, which exposure is in any way derived from your participation in RODEO ACTIVITIES.

(e) You further represent that you are not presently under the influence of any drugs, alcohol or any other substance which affects, alter, impairs or impedes your ability to fully understand and appreciate the terms of this Agreement and its effects on your rights.

(f) You acknowledge that you have read this Waiver, Release of Liability and Indemnity, fully understand its terms and recognize that you are giving up substantial rights by signing it. You admit that you are signing it freely and voluntarily without inducement.

**7. Force Majeure and Consequential Damages.** Neither you nor HLSR (“Party” or, collectively, “Parties”) shall be liable for damages for failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, labor strikes or shortages, riots, request, suggestion or order by a governmental authority or act of God. In no event shall HLSR be responsible for incidental or consequential damages arising from any breach, cancellation or termination of this Agreement.

**8. Governing Law.** This Agreement is made, entered into and performable in Harris County, Texas and shall in all respects be interpreted, enforced and governed under the laws of the State of Texas, without regard to any rules of conflict of laws that would require the application of the laws of a state other than Texas. You hereby unconditionally submit to personal jurisdiction of the State of Texas, agree that the proper venue for all disputes and claims arising out of or related to this Agreement shall be in Harris County, Texas and waive all claims that venue is proper in any location other than Harris County, Texas.

**9. No Assignment.** The Agreement shall not be assigned, delegated or otherwise transferred by either Party.

**10. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations, terms, conditions, offers, promises, representations and understandings. No changes, alterations, modifications or additions to this Agreement shall be valid unless in writing and signed by both Parties. If any provision of this Agreement or any portion of a provision shall for any reason be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected, but rather shall be enforced to the maximum extent permissible under applicable law.

**11. Written Agreement.** If your entry is accepted (Acceptance) by HLSR, you agree to sign a written (hard copy) of this Agreement upon your arrival at HLSR. You must sign the written Agreement before you will receive your contestant back number. HLSR warrants that the hard copy Agreement will be an exact copy of this agreement (with the possible exception of legal formatting, i.e. “you” may become “Contestant”). You acknowledge that if you do not sign the hard copy of this Agreement you will be in Breach and you will not be allowed to compete in the 2012 RODEO. The newly executed Agreement (hard copy) will supersede this electronic Agreement. Until such time, this electronic Agreement prevails.