

Houston Livestock Show and Rodeo™

2019 SMALL MOTOR VEHICLE LICENSE AGREEMENT

PO Box 20070, Houston, TX 77225-0070

I, _____, hereby acknowledge that I have received Houston Livestock Show and Rodeo™ small vehicle number _____ and that number will be affixed to the vehicle described below. The license will be affixed in such a manner as to be plainly visible.

Make _____ Model _____

Serial or Engine No. _____ Color _____

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 the Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund, Houston Livestock Show and Rodeo Endowment Foundation, HLS&R Institute for Teacher Excellence, Corral Club, Inc. and/or HHSB, Inc., (collectively, "HLSR"), and to the fullest extent permitted by law, the undersigned, individually and on behalf of his/her/its family, heirs, administrators, executors and assigns, hereby enters into this Small Motor Vehicle License 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 participation in the Activities including, but not limited to, bodily injury or death to persons and theft, damage or destruction to property. **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.**
- 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, causes of action, suits and/or demands 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 the participant's entry into and participation in the Activities, including but not limited to the **NEGLIGENT 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 participant'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, 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"), 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 participant's entry into and participation in the Activities. As used herein, **"INDEMNIFY" means to agree to assume the HLSR Parties' liability in a situation, thereby relieving them of responsibility and/or reimbursing the HLSR Parties for Claims asserted against them.**
- 4. PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT:** The undersigned **GRANTS PERMISSION** for the participant to be **PHOTOGRAPHED, VIDEOED, RECORDED** and/or **INTERVIEWED** in connection with the Activities. The undersigned understands that such photographs, videos, recordings and/or

interviews may be used by HLSR for television, film, video, visual, graphic, printed and/or social media. The undersigned agrees to RELEASE and INDEMNIFY HLSR for any Claims related to photographs, videos, recordings and/or interviews by HLSR or any media.

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 any Released Party, or any agent, attorney or other representative of any Released Party has influenced the undersigned in causing him/her/it to sign this Agreement.

The undersigned understands that this Agreement shall be binding on his/her/its 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.

The undersigned further understands that the license to operate a small motor vehicle is effective from February 1, 2019 to March 31, 2019. The licensed vehicle may not be moved onto NRG Park grounds or the license affixed to the vehicle prior to February 1, 2019, and that the vehicle must be removed from NRG Park grounds and the license removed from vehicle no later than March 31, 2019. The licensed vehicle must not be operated outside the NRG Park grounds during license term. In the event the license is removed from a small motor vehicle, a new application must be made and a new license granted. All licenses must be returned to Houston Livestock Show and Rodeo Equipment Acquisition Committee before a vehicle is removed from NRG Park.

Company Name: _____

By: _____
Date

Name Printed: _____

Title: _____

HOUSTON LIVESTOCK SHOW AND RODEO, INC.

By: _____
Date

Name Printed: _____