



# 2023 Judging Contest: Release of Liability & Indemnity / Drug Certification 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") associated with the Houston Livestock Show and Rodeo, Inc. Meat Judging Contest, Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund and 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 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.**

**3. RELEASE FROM LIABILITY:** The undersigned hereby RELEASE, ACQUIT AND FOREVER DISCHARGE 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") and **MARTIN PREFERRED FOODS L.P.** 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 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.

**4. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS: THE UNDERSIGNED AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE HLSR PARTIES AND MARTIN PREFERRED FOODS L.P. from any and all 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, "INDEMNIFY" means to agree to assume the HLSR Parties' and Martin Preferred Foods L.P.'s 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 HLSR Parties related to the undersigned's entry into and participation in the Activities**

**5. PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY:** The undersigned GRANT PERMISSION to be PHOTOGRAPHED, VIDEOED, RECORDED and/or INTERVIEWED in connection with the Activities. The undersigned understand that any such photographs, videos, recordings and/or interviews may be used by HLSR for television, film, video, visual, printed and/or social media. The undersigned agree to RELEASE and IN-DEMNIFY HLSR for any Claims related to photographs, videos, recordings and/or interviews by the HLSR Parties and/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 proper venue for any dispute regarding this Agreement shall be 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**

The undersigned certify that they have read, understand and will abide by all rules and regulations of the Houston Livestock Show and Rodeo, including, but not limited to, the Exhibitor Handbook.

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: \_\_\_\_\_

Name of County 4-H/FFA Chapter: \_\_\_\_\_