

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
THHS 2024

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in the activity known as **The Special Children's Top Hands Horse Show (the "Activity")** associated with the 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 (this "Agreement") as of the date set forth below.

1. **ACKNOWLEDGMENT OF RISKS:** The undersigned recognizes and understands that there are risks associated with his/her participation in the Activities including, but not limited to, bodily injury or death to persons and theft, damage or destruction to property. The undersigned further acknowledges and understands that he/she will be held liable and responsible for any and all damage to persons, livestock, vehicles, property and/or improvements to property that is caused by him/her and/or any persons (including, minors) under his/her care and control, and that arise out of or are related to the undersigned's entry into and participation in the Activities. **WARNING: UNDER TEXAS LAW (CHAPTER 87, TEXAS CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR 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.**
2. **RELEASE FROM LIABILITY:** The undersigned hereby RELEASE, ACQUIT AND FOREVER DISCHARGE HLSR, its subsidiaries and affiliates, 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, demands, causes of action, suits, judgments, settlements, 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 their 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 agree that the HLSR Parties shall not be liable to them, their families, heirs, administrators, executors or assigns for Claims arising from or related to the undersigned's entry into and participation in the Activities.
3. **AGREEMENT TO DEFEND, INDEMNIFY AND HOLD HARMLESS:** The undersigned agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS THE HLSR PARTIES** from any and all claims, demands, causes of action, suits, judgments, settlements, and expenses (including, but not limited to, reasonable attorneys' fees) 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 undersigned's entry into and participation in the Activities. As used herein, "INDEMNIFY" means to agree to assume the HLSR Parties' liability as to any and all claims, causes of action, suits, demands, judgments, settlements, fees and expenses made by, through or under the undersigned against the HLSR Parties related to the undersigned's entry into and participation in the Activities.
4. **PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT:** The undersigned GRANTS PERMISSION to be PHOTOGRAPHED, VIDEOED, RECORDED and/or INTERVIEWED in connection with the Activities. The undersigned understands that any such photographs, videos, recordings and/or interviews may be used by the HLSR Parties for television, film, video, visual, graphic, printed and/or social media. The undersigned agrees to RELEASE and INDEMNIFY the HLSR Parties with respect to any Claims related to the usage of such photographs, videos, recordings and/or interviews by the HLSR Parties and/or any media.
5. **COMPREHENSION AND AUTHORITY:** The undersigned certifies that he/she has read, understands and will abide by the Top Hands Horse Show Rules. The undersigned represents that he/she thoroughly understands that this is a complete and final release and indemnity agreement, that he/she is 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 him/her to sign this Agreement. The undersigned understands that this Agreement shall be binding on him/her, the participant, their 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 reside 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. The undersigned agrees to the terms and conditions above and acknowledges receipt of this Agreement.

Date: _____ Signature: _____ Contestant/Participant Volunteer

Printed Name: _____

If the above-named person is a minor, a parent or legal guardian must also execute this Agreement.

Date: _____ Signature: _____ Parent Legal Guardian Volunteer

Printed Name: _____ Other _____

Name of Riding Club: _____