



RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

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, and Corral Club, Inc., (collectively, "HLSR"), and to the fullest extent permitted by law, the undersigned hereby enters into this RELEASE OF LIABILITY AND INDEMNITY 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 his/her/its participation in the Activities including, but not limited to, bodily injury or death to persons and theft, damage or destruction to property.
- 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, demands, causes of action, suits, 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 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, demands, causes of action, suits, settlements, judgments and/or 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 participant'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, demands, causes of action, suits, settlements, judgments, fees (including reasonable attorneys' fees), and/or expenses made by, through or under the undersigned against the HLSR Parties related to the undersigned's participation in the Activities 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 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 HLSR for television, film, video, visual, graphic, printed and/or social media. The undersigned agrees to RELEASE and INDEMNIFY HLSR with respect to any Claims related to the usage of such photographs, videos, recordings and/or interviews by the HLSR Parties 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 the HLSR Parties, or any agent, attorney or other representative of an HLSR Party has influenced the undersigned in causing him/her to sign this Agreement. The undersigned understands that this Agreement shall be binding on his/her 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 certifies that neither he/she nor any employee, subcontractor or agent participating in the Activities has ever been convicted or received deferred adjudication as a sex offender or of any crime related to abuse, assault or violence toward a child.

Company: _____

Name Printed: _____

Date: _____

Signature: _____