DUE UPON ENTRY

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, including the Houston Livestock Show and Rodeo **School Art Program**, (the "Activities") associated with Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund and Corral Club, LLC., (collectively, "HLSR"), and to the fullest extent permitted by law, the student and parent/guardian signing below (hereinafter, the "undersigned"), individually and on behalf of his/her family, heirs, administrators, executors and assigns, 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 recognize and understand 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.

2. 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") 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 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 agree 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 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, 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 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, settlement, 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.**

4. PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT: 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 the HLSR Parties for television, film, video, visual, graphic, printed and/or social media. The undersigned agree 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. CONSENT TO RELEASE OF EDUCATION RECORDS: The undersigned understands and acknowledges that entry in the School Art Program is facilitated through the participant's school of record, which may be subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §§ 1232g *et seq*. ("FERPA"). The undersigned hereby WAIVES the privacy rights guaranteed by that statute for the limited purposes outlined in this Agreement and CONSENTS to the participant's school of record releasing records related to the participant that are necessary to complete the participant's entry into the School Art Program, including, but not limited to: the student's name, address, email address, telephone number, age, grade level, parent name, parent telephone number, parent email address, campus/district of enrollment, teacher name, and artwork to be entered into the School Art Program contest.

As further inducement to HLSR to permit the undersigned's entry into and participation in the Activities, the undersigned represent that they thoroughly and completely understand that this is a complete and final release and indemnity agreement, that they are freely and 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.

The undersigned understand that this Agreement shall be binding on their heirs, executors, successors and assigns, that this Agreement will be governed by the laws of Texas, and that jurisdiction and venue for any dispute regarding this Agreement shall lie 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 agree to the terms and conditions above, and acknowledge receipt of this Agreement.

GRANT OF RIGHTS TO SCHOOL ART

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in activities (the "Activities"), including the Houston Livestock Show and Rodeo ("HLSR") **School Art Program,** the undersigned hereby enter into this GRANT OF RIGHTS TO SCHOOL ART (the "Grant").

1. PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT: The undersigned grant HLSR permission to display the School Art and grant HLSR permission to photograph, film, or otherwise record the School Art in connection with the HLSR. The undersigned waive and release any and all rights the student and/or parent/guardian may have in the School Art and any privacy and/or intellectual property or other interest in the School Art, and transfer all rights in the School Art to HLSR. The undersigned release, discharge, and hold harmless HLSR from any liability by virtue of the use of the School Art or images. The undersigned further grant permission to be PHOTOGRAPHED, VIDEOED, RECORDED and/or INTERVIEWED in connection with the Activities. The undersigned understand that such photographs, videos, recordings and/or interviews may be used by the HLSR Parties and/or any media for television, film, video, visual, graphic, printed and/or social media. The undersigned agree to RELEASE and INDEMNIFY the HLSR Parties for any Claims related to photographs, videos, recordings and/or interviews by the HLSR Parties and/or any media.

2. REPRODUCTION RELEASE AND INDEMNITY AGREEMENT: The undersigned understands that the School Art may be included in whole or in part or composite; distorted in character or form; included in conjunction with the student's own or a fictitious name or reproductions thereof; included in color or otherwise. The undersigned agree to waive any right to inspect and/or approve the finished product that may be used or the use to which it may be applied. The undersigned give permission for these uses without the receipt of any financial consideration or compensation with regards to the reproduction of the School Art. The undersigned release, discharge and agree to hold harmless HLSR from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that might occur or be produced in the taking of said pictures, or in any processing tending towards the completion of the finished product. The undersigned further waive all claims and rights, monetary or otherwise, that might arise because of any additional or further use of the above described material at this or any other future time. The undersigned acknowledge that HLSR shall retain sole right for designating the use of the School Art.

3. OWNERSHIP RELEASE: If the School Art is eligible for the Houston Livestock Show and Rodeo School Art Auction (the "Auction"), then, in exchange for participating in the Auction, the undersigned grant HLSR complete and exclusive ownership of the School Art and all intellectual property interests associated therewith, including but not limited to all rights to copyright, publish, and/or use photographic portraits, pictures, motion pictures, and/or video reproduction in the School Art and all rights to use the School Art for art, advertising, editorial, educational trade, and/or any other lawful purpose.

4. ARTIST SIGNATURE: The undersigned understand that if the student's School Art is selected as the Grand or Reserve Grand Champion, the student is required to personally sign limited edition prints of their artwork in a quantity sufficient to meet HLSR's presale obligations and program needs.

Initials – Exhibitor (if 18 or OLDER): _____ **Initials – Parent/Guardian:** _____

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ORIGINALITY CERTIFICATION

We, the undersigned student and parent/guardian certify that we have read, understand, abided and will continue to abide by all rules and regulations of Houston Livestock Show and Rodeo, Inc. and the 2026-2027 School Art Program. We further certify that the artwork is the student's original creation and is not a reproduction, in whole or in part, of another piece of art. We further certify that no outside individual created, drafted, designed edited or otherwise contributed substantive content to the student's artwork.

We understand that the Houston Livestock Show and Rodeo is not responsible for the loss, theft or damage to the artwork, and that damaged artwork will not be repaired.

We understand that all artwork will be judged for auction, and if selected for auction, the artwork becomes the property of Houston Livestock Show and Rodeo, Inc. We certify that we understand and agree to the terms of auction put forth in the Rules.

HLSR reserves the right to disqualify any artwork found in violation of the Rules pertaining to originality and the exhibitor will forfeit all auction sale and/or premium money if the artwork is disqualified. An exhibitor whose artwork is disqualified may forfeit all rights and privileges to exhibit artwork in the future at the Show.

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.

Printed Name of Participant: _____

Signature (If 18 OR OLDER):_____ Date: _____

FOR PARENTS/GUARDIANS OF MINORS

I, as parent/guardian with legal responsibility for the above named Participant(s), consent and agree to all of the terms outlined above and understand the consequences of stated rule violations as to originality of artwork. I release and agree to defend, indemnify and hold harmless the HLSR Parties from any and all Claims (as defined above) relating to or arising out of the Activities, or any negligent acts in connection with Participant(s)' entry into or participation in the Activities, including but not limited to the **NEGLIGENT ACTS OR OMISSIONS OF THE HLSR PARTIES, REGARDLESS OF WHETHER ANY SUCH ACT OR OMISSION WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS,** to the fullest extent permitted by law.

NO MINORS MAY PARTICIPATE IN THE ACTIVITIES WITHOUT SIGNATURE OF A PARENT/GUARDIAN.

Signature: _____ Date:_____

Printed Name: _____ Relationship to Participant:_____