

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 activities associated with the **Brazos Valley Fair and Rodeo hereinafter referred to "BVFR" being held at the Brazos County Expo Complex, hereinafter referred to as "BCEC" within the city of Bryan, Texas hereinafter referred to as "COB"**, the undersigned hereby enters into this **RELEASE OF LIABILITY AND INDEMNITY AGREEMENT** as of the date set forth below.

- 1. ACKNOWLEDGMENT OF RISKS:** The undersigned recognizes and understands that there are risks associated with their participation in the Activities including, but not limited to, bodily injury or death to persons and damage to property. The undersigned further acknowledges and understands that they 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 them and/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.
- 2. APPLICABILITY AND SCOPE OF RELEASES AND INDEMNITIES:** For purposes of the Agreement, "Claims" shall mean any past, present and future claims, losses, costs, expenses, liabilities, demands, or causes of action, and costs of defense or settlement (including, without limitation, attorneys' fees and court costs). The releases, waivers and indemnities contained in this Agreement expressly shall apply regardless of whether the Claims to be released, waived or indemnified against arise, or are alleged to arise, from (i) **NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER SE, and/or STRICT LIABILITY, of BCEC, BVFR** or their respective present and former officers, directors, members and any other person, firm or corporation bound to defend or pay judgments against the ("Released Parties"); (ii) personal injury, death or property damage; (iii) acts under the Texas Deceptive Trade Practices Act ("DTPA"); (iv) acts of any other persons or guest; (v) theft, burglary, assault, or other crimes; (vi) fire, water, wind, rain and/or smoke and/or (vii) any other risks and hazards associated with the undersigned's entry into and participation in the activities, including, but not limited to, the general conditions at the Activities, animals both wild and domestic that may be diseased and/or potentially dangerous, persons with firearms both on and off the premises used in connection with the Activities, and the driving or riding in any vehicles, whether belonging to Released Parties or to other persons.
- 3. RELEASE FROM LIABILITY:** The undersigned hereby **RELEASES, ACQUITS and FOREVER DISCHARGES, and WAIVES** any and all Claims against any of the Released Parties that arise from or relate to their entry and participation in the Activities-including, but not limited to, the types of claims enumerated in Paragraph 2- and agree to not sue any of the Released Parties for such Claims. Without limiting the foregoing, the undersigned agrees that the Released Parties shall not be liable to them, their family, or their guest, for personal injury, property damage, or any other 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 agrees to **INDEMNIFY, DEFEND and HOLD HARMLESS BVFR, BCEC, COB,** and their officers, directors, or employees from any claim for property damage or personal injury in connection with their activities on the Premises. The Participant further covenants not to commence or prosecute any action, suit, or other proceeding against BVFR, BCEC, COB, and their officers, directors, or employees because of any property damage or personal injury received on the Premises. The undersigned also agrees to **INDEMNIFY, DEFEND and HOLD HARMLESS** against any and all Claims arising from or related to the undersigned's entry and participation in the Activities-including, but not limited to, the types of Claims enumerated in Paragraph 2. In addition, and without limiting the foregoing, the undersigned agrees to **INDEMNIFY** the Released Parties for any claims for injuries to any minors under their care and control and/or his or her parent/guardian, and for any Claims asserted by, through or under the undersigned, arising from or related to the undersigned's entry into and participation in the Activities-including, but not limited to, the types of Claims enumerated in Paragraph 2. As used herein, "**INDEMNIFY**" means to agree to assume the released Parties' liability in a situation, hereby relieving them of responsibility, and/or reimbursing the Released Party for Claims asserted against them.

As further inducement to **BVFR** to permit the undersigned's entry into and participation in the Activities, the undersigned represents 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 Released Party, or any agent, attorney or other representative of any released Party has influenced the undersigned in causing them to sign this Agreement. The undersigned understands that this agreement shall be binding on their heirs, executors, successors and assigns, that the Agreement will be governed by

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT continued

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 Brazos County, Texas. If any part of the Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of the Agreement. The undersigned agrees to the terms and conditions above and acknowledges receipt of the Agreement.

Signature of Chief Cook: _____ Date: _____

Name Printed: _____

Team Name: _____

BRAZOS VALLEY FAIR AND RODEO

RULES AND REGULATIONS



The BVFR BBQ COOK-OFF COMMITTEE welcomes you to the First Annual BVFR BBQ Cook-off. Cook-off teams are required to submit an entry form online to this event. The entry application entitles the cooking team to one cook-off space at a rate of \$200.00. Additional spaces can be purchased at a rate of \$200.00 each with a limit of 2 spaces per cooking team. These spaces do not entitle the cooking team to any additional cooking entries unless entered under another team name using a separate pit and separate head cook. Entry fee must be received at time of application. **Spaces are on a first come, first served basis and no space will be held without application and entry fee being submitted by the deadline. FEES MUST BE PAID BY OCTOBER 6, 2023.**

COOK-OFF ENTRY DEADLINE:

Teams must submit their entry online for the 2023 BVFR BBQ Cook-off no later than **OCTOBER 6, 2023 at 11:59pm**. Entries are placed on first come, first served basis until all spaces have been taken. Any other entries received after this date will be accepted only if space allows.

TEAM COMPOSITION:

Each team can consist of no more than one head cook and four team members. Each team must have and cook on their pit and cooking team members may not cook for more than one team in the competition. Each cooking team is required to have the head cook attend the cook's meeting which will be held on Friday, October 13, 2023, at 6:00pm in the South Arena Show Office. The Head Cook is responsible for the operation of the team space and all actions within or outside of the designated space by members or guests of their cooking team. The Head Cook must be onsite and available to the BVFR BBQ Committee if necessary.

COOKING CATEGORIES AND RULES:

Cooking categories to be judged will be: Brisket; Chicken and Pork Spare Ribs. Quantities for turn-in are as follows: One (1) half chicken complete with breast, thigh, leg and wing, eight (8) pork spare ribs, and eight (8) brisket slices.

Cooks meeting on Friday, October 14th at 6:15pm and all rules and quantities will be gone over. All meat must be raw. No pre-marinating prior to the start of the cook-off. No garnish or sauce may be in tray at turn-in. You may cook with sauce but it may not be ladled/spooned or otherwise placed on the meat at turn-in. All judging will be done in accordance to **IBCA** rules <https://ibcabbq.org>. **If you have any questions, ask at the cook's meeting.** Additional cooking categories: Jackpot Beans, entry fee \$25 and Jackpot Dessert, entry fee \$25. These are separate from the team entry fee.

COOK-OFF SITE SETUP TIMES:

SETUP: Setup will begin on Friday, October 13, 2023, beginning at 9:00am and ending at 5:00pm. No extra vehicles will be allowed in the pit area after 5:00pm on Friday, October 13, 2023. After setup is complete, no vehicles will be allowed in the cooking areas. Any vehicle parked outside your cook-off team's boundaries after the designated time may be towed at owner's expense.

SITES: Cook-off sites will be approximately 30' x 60' or as otherwise marked. Team's equipment and decorations must fit within the area assigned. Electricity will not be supplied by the BVFR BBQ Cook-off Committee. All tent structures or canopies must be secured with water barrels. Boring or drilling of holes into concrete for spikes is prohibited.

EXIT TIME: NO equipment may leave your space any earlier than 5:00pm, Saturday, October 14, 2023. This includes, but is not limited to, tents, pits, etc. You must exit out of Gate F.

EQUIPMENT:

The **BVFR BBQ Cook-off Committee** will only supply cooking teams with a space. Cooking teams must supply all necessary equipment and supplies. Each team must provide drip pans or diaper the pit being used; all teams are required to have a fire extinguisher present during times of cooking. All extinguishers must have a current date tag. Committee personnel will randomly inspect for extinguishers. Props, trailers, tents, generators, coverings and/or any other part of the cooking team's equipment is the sole responsibility of the cooking team and may not extend at anytime outside of the designated cooking team space.

RESTRICTED: Fire holes or open pits are not permitted.

APPROVED: Propane heaters are permitted for heating purposes but will be used at the discretion and responsibility of the team using them. Pit fires must be wood or wood substance (charcoal). BBQ pits may include gas or electricity to start natural fiber substances to complete cooking.

BEHAVIOR AND CONDUCT: Head cooks are responsible for the conduct of their team members and guests.

A. Excessive use of alcoholic beverages may be grounds for disqualification. **Under NO circumstances are alcoholic beverages to be distributed to minors (anyone under the age of 21).** Each team must monitor its own area when it pertains to minors. Security officers will be permitted to all areas of the cook-off including all cook-off team tents, etc. and will have authority to handle matters in accordance with the law.

B. No alcohol, goods, or food sales are permitted to the general public by anyone except those authorized by the event chairperson.

HOUSE KEEPING:

Each team will be responsible for cleanup within their assigned space and are expected to do so within a timely manner. Garbage cans may be provided depending on availability, so please ensure that they are not packed full. Trash pick-up may be provided. It is strongly suggested that each team bring their own trash can and additional supply of trash liners for their own use. **Upon check out, each team is required to place excess trash debris, etc. in trash bags and placed in the dumpsters that will be provided. Absolutely no HOT ASHES may be disposed of on site.**

ENTERTAINMENT:

DJ's and radios shall be played at a reasonable level. The BVFR has a noise ordinance that will be enforced between the hours of 12:00 am and 7:00 am. Pyrotechnics of any kind are strictly prohibited. Excessive noise will be determined by Security Officer and request made by such to teams for noise to be shut down or turned down must be obeyed.

TRANSPORTATION:

The use of motorized recreational vehicles is allowed in the cook-off area between 3:00 pm on Friday, October 13, 2023 thru 5:00 pm Saturday, October 14, 2023. Motorized vehicles will include but are not limited to: public or private golf carts or ATV's of any kind. Mobility scooters and motorized wheelchairs are allowed for those in need of such devices. No bicycles, skateboards, skate shoes or unicycles will be allowed.

JUDGING AND AWARDS:

All measures will be taken to ensure that judges will not know whose entry is being judged! Judging will be run in accordance with **IBCA** rules and guidelines and their decision will be final. Awards will be presented in the South Arena located on the cook-off grounds. Cooking teams are required to have a representative present and claim tickets must be readily available.

Schedule:

Friday, October 13, 2023

9:00 am – 5:00 pm Team arrival and set-up, teams not in place by 5:00pm will not be allowed to participate and no refunds will be given.

6:00 pm - Cooks Meeting

(Additional events happening for Steak Cook-Off, see Steak Cook-Off rules for information)

Saturday, October 14, 2023

10:00 am – Dessert turn-in

11:00 am – Beans turn-in

12:00 pm – Chicken turn-in

1:30 pm – Pork Spare Ribs turn-in

3:00 pm – Brisket turn-in

Awards will follow judging of all divisions and exact time will be announced that afternoon.

Awards:

High Team Overall – Belt Buckles and \$750.00

Reserve Team Overall - \$500.00

Champion Brisket – \$350

Champion Ribs – \$350

Champion Chicken – \$350

Reserve Champion Brisket - \$300

Reserve Champion Ribs - \$300

Reserve Champion Chicken - \$300

3rd Overall Brisket - \$250

3rd Overall Ribs - \$250

3rd Overall Chicken - \$250

4th Overall Brisket - \$200
4th Overall Ribs - \$200
4th Overall Chicken - \$200

5th Overall Brisket - \$150
5th Overall Ribs - \$150
5th Overall Chicken - \$150

Jackpot categories will be paid on a 70/30 split

CLEAN UP:

It is the responsibility of the contestants to see that their cook-off space is clean and all trash bagged up and put into dumpsters prior to leaving. Any property left on the premises after 9:00pm Saturday, October 14, 2023, will become the sole ownership of the BVFR BBQ Cook-off Committee. It is imperative that clean-up be thorough; any space left in disarray or with loose or bundled trash, other than at trash containers, may disqualify the team from future participation in sanctioned events or other BVFR BBQ Cook-off events.

NOTE:

Any violation of these rules may be grounds for disqualification, eviction from the BVFR BBQ Cook-Off and/or future denial of participation. Under no circumstances are alcoholic beverages to be distributed to minors. Each team must monitor its area as it pertains to these rules. Neither the BVFR or BBQ COMMITTEE nor any other volunteers will be held responsible for accidents, theft or damage to persons and/or equipment.