

HARRIS COUNTY FAIR AND RODEO ASSOCIATION, INC.

RELEASE OF LIABILITY, INDEMNITY AND BACKGROUND CHECK AUTHORIZATION AGREEMENT

18 AND OVER MEMBER/PARTICIPANT

In Consideration, the receipt and sufficiency of which is hereby acknowledged by being allowed entry into and participation in any and all activities associated with the Harris County Fair & Rodeo Association, Inc., (hereinafter referred to for all purposes as "HCF&RA") and to the fullest extent permitted by law, the undersigned, individually, and on behalf of his/her family, heirs administrators, executors and assigns, hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. This Agreement shall remain in effect for as long as the undersigned participates in the activities.

- 1. ACKNOWLEDGEMENT 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 of property. **UNDER CHAPTER 87, TEXAS CIVIL PRACTICE AND REMEDIES CODE, A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES. 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 RELEASES, ACQUITS AND FOREVER DISCHARGES HCF&RA and its and their present and former directors, officers, employees, agent, volunteers, and representatives and the respective heirs, administrators, executors, successors and assigns from any and all claims, causes of action, suits, demands, settlements, judgements, 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, grossly negligent and/or intentional or unintentional acts in connection with his/her entry into and participation in the Activities, including but not limited to the **NEGLIGENT ACTIONS OF THE HCF&RA, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS.** Without limiting the foregoing, the undersigned agrees the HCF&RA 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.
- 3. AGREEMENT TO DEFEND, INDEMNIFY AND HOLD HARMLESS:** The undersigned agrees to **DEFEND, INDEMNIFY AND HOLD HARMLESS THE HCF&RA** from any and all claims including, but not limited to, claims resulting from the HCF&RA's **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 HCF&RA 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 HCF&RA 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'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 HCF&RA for television, film, video, visual, graphic, printed and/or social media. The undersigned agrees to RELEASE and INDEMNIFY HCF&RA with respect to any claims related to the usage of such photographs, videos, recordings and/or interviews by the HCF&RA and/or any media.
- As further inducement to HCF&RA 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 HCF&RA, or any agent, attorney or any other representative of HCF&RA 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 he/she has never been convicted or received deferred adjudication (i) as a sex offender or (ii) of any crime related to abuse, assault, or violence towards a child. Further, his/her date of birth is _____ and he/she authorizes HCF&RA to review any sex offender registries under his/her name. The undersigned also agrees that, if he/she is charged with such a crime, he/she will immediately advise the President of the HCF&RA.
- The undersigned further certifies that he/she is eighteen (18) years of age or older and will abide by all HCF&RA rules and policies.

Date: ____/____/____ Printed Name: _____

Member Number: _____ Signature: _____