

HARRIS COUNTY FAIR AND RODEO ASSOCIATION, INC.

RELEASE OF LIABILITY, INDEMNITY AND BACKGROUND CHECK AUTHORIZATION AGREEMENT UNDER AGE 18 MEMBER/PARTICIPANT

In Consideration, the receipt and sufficiency of which is hereby acknowledged, for the below named minor (the "Minor"), 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, parent, or guardian, on behalf of the Minor, 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 the Minor's 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 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 the Minor's 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 the Minor, his/her family, heirs, administrators, executors or assigns for claims arising from or related to the Minor'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 Minor'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 Minor against the HCF&RA related to the Minor's entry into and participation in the Activities.
4. PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT: The undersigned GRANTS PERMISSION for the Minor 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.
5. As further inducement to HCF&RA to permit the Minor'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 the undersigned and the Minor, 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 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.
6. The undersigned certifies that the Minor 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, the undersigned states the Minor's date of birth is _____ and authorizes HCF&RA to review any sex offender registries under the Minor's name. The undersigned also agrees that if the Minor is charged with such a crime, he/she will immediately advise the President of the HCF&RA.
7. The undersigned further certifies that he/she is twenty-one (21) years of age or older and will abide by and will ensure the Minor abides by all HCF&RA rules and policies.

Minors' Printed Name: _____ Member Number: _____

Parent/Guardian's Signature: _____ Date: _____

Parent/Guardian's Printed Name: _____

Parent/Guardian Relationship to Minor: _____