

SAN ANTONIO LIVESTOCK EXPOSITION, INC.
RELEASE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT APPLIES TO PARTICIPATION IN OR ATTENDANCE AT ALL SAN ANTONIO LIVESTOCK EXPOSITION, INC. (“S.A.L.E.”) EVENTS, INCLUDING WITHOUT LIMITATION THE FOLLOWING:

2022 CALF SCRAMBLE

WARNING:

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), 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.

READ THIS AGREEMENT CAREFULLY. BY SIGNING IT, YOU AGREE THAT YOU UNDERSTAND ITS TERMS AND GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR DAMAGES FOR INJURY, DEATH, OR PROPERTY DAMAGE.

In consideration for being permitted to participate in or attend one or more farm animal activities (as that term is defined in Texas Civil Practice & Remedies Code Chapter 87), events, shows, competitions, contests, exhibitions, performances, or activities sponsored, presented, or conducted by S.A.L.E. (each, a “S.A.L.E. Event”), and for other valuable consideration, receipt and sufficiency of which are acknowledged, the undersigned represents that he or she has read and understands and agrees to the terms and conditions of this Release and Indemnification Agreement (“Agreement”).

The undersigned participant (and, if a minor, his or her parent/legal guardian) acknowledges that livestock and horse shows, rodeo events, and related activities are dangerous and that participating in or attending a S.A.L.E. Event (whether as a competitor, participant, spectator, attendee, contestant, independent contractor, official, laborer, volunteer or observer) will expose the undersigned to risks of personal injury, death, and property damage. **The undersigned participant (and, if a minor, his or her parent/legal guardian) assumes and accepts all hazards and risks of personal injury, death, and property damage arising out of or relating to his/her participation in or attendance at any S.A.L.E. Event, whether caused by any of the Released Parties (defined below) or otherwise caused.**

COVID-19 SAFETY INFORMATION:

While participating in SALE events “social distancing” must be practiced and face coverings worn in strict compliance with local health regulations and ordinances to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, SALE has put in place preventative measures to reduce the spread of COVID-19. However, SALE cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in SALE events and/or other face to face fundraising activities. By attending a SALE event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others*;
2. Individuals who believe that they may have been directly exposed to a confirmed or suspected case of COVID- 19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

*<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

DUTY TO SELF-MONITOR:

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact SALE at (210) 225-5851 if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with SALE.

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ASSUMPTION OF THE RISK. I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID- 19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

THE UNDERSIGNED PARTICIPANT, JOINTLY AND SEVERALLY WITH HIS/HER PARENT/LEGAL GUARDIAN (IF PARTICIPANT IS A MINOR), HEREBY INDEMNIFIES, RELEASES AND HOLDS HARMLESS S.A.L.E., BEXAR COUNTY, TEXAS, AND ITS COMMUNITY ARENAS BOARD, COMMUNITY ARENA MANAGEMENT, THE SAN ANTONIO SPURS, LLC, THE OWNERS AND OPERATORS OF ANY S.A.L.E. EVENT VENUE AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, OWNERS, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “RELEASED PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, FINES, PENALTIES, LOSSES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) (ALL TOGETHER “CLAIMS”), INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE INCURRED BY OR ASSERTED AGAINST THE RELEASED PARTIES, OR ANY OF THEM, BASED ON, ARISING OUT OF, OR RELATING TO THE UNDERSIGNED’S PARTICIPATION IN OR ATTENDANCE AT ANY S.A.L.E. EVENT, INCLUDING BUT NOT LIMITED TO ANY CLAIMS BASED ON, ARISING OUT OF, OR RELATED TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF S.A.L.E. OR ANY OTHER RELEASED PARTY. The foregoing release and indemnity provisions are intended to have the broadest possible legal effect and to release and indemnify the Released Parties against all Claims of every sort, known or unknown, foreseeable or unforeseeable, future or contingent.

1. The undersigned **COVENANTS NOT TO SUE**, prosecute, or participate in the prosecution of any legal proceeding against any of the Released Parties for or based on any Claim that is released in this Agreement.
2. This Agreement shall be governed by and construed under Texas law. Venue for any legal proceeding between the undersigned participant (and, if a minor, his or her parent/legal guardian) and S.A.L.E. or any other Released Party shall be solely and exclusively in Bexar County, Texas. This Agreement is binding upon the undersigned and his/her heirs, executors, administrators and legal representatives.
3. The undersigned participant (and, if a minor, his or her parent/legal guardian) consents to being photographed, filmed, recorded, depicted, or videotaped at or during any S.A.L.E. Event and further (i) consents to and licenses S.A.L.E.’s use and publication of any such images and video or audio recordings in any manner it determines to be appropriate; and (ii) releases and waives all claims for compensation for any such use or publication; all rights of review and approval; all copyrights; and all rights of publicity with respect thereto.

PLEASE PROVIDE ALL OF THE INFORMATION REQUIRED BELOW.

Participant printed name

Participant date of birth (MM/DD/YYYY)

Participant mailing address (address, city, state, zip)

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Participant telephone (including area code)

Participant e-mail (optional)

Please continue on the next page

**IF PARTICIPANT IS 18 YEARS OR OLDER, SIGN AND DATE HERE.
IF PARTICIPANT IS UNDER 18, SKIP TO THE FOLLOWING SECTION.**

Participant signature

Date (MM/DD/YYYY)

IF PARTICIPANT IS A MINOR UNDER THE AGE OF 18, HIS OR HER PARENT OR LEGAL GUARDIAN MUST COMPLETE, SIGN AND DATE THIS AGREEMENT BEFORE A NOTARY PUBLIC.

The undersigned represents and warrants that he/she is the parent or legal guardian of the minor child named in this Agreement; that he/she has the unrestricted legal power, authority, capacity and right to authorize such minor's child's participation in or attendance at the S.A.L.E. Event identified above and to execute and deliver this Agreement; and that he/she has read, understands and agrees to all terms of this Agreement.

The undersigned parent/legal guardian requests that his/her minor child be allowed, and authorizes the minor child, to participate in and attend the S.A.L.E. Event identified in this Agreement. **The undersigned understands that the minor child's participation in or attendance at the S.A.L.E. Event presents a RISK OF PERSONAL INJURY OR DEATH TO THE MINOR CHILD, that arenas, rodeo and stock show grounds, and surrounding area conditions may be or become hazardous, that livestock and other animals are dangerous and unpredictable;, and that there is INHERENT DANGER in participating in or attending the S.A.L.E. Event.** The undersigned parent or legal guardian has observed similar events; appreciates and understands that facility and weather conditions at or around the S.A.L.E. Event may be dangerous; and that acts and omissions of other contestants and participants also may cause injury or death. The undersigned, for himself/herself and for his/her minor child, hereby INDEMNIFIES, RELEASES, AND HOLDS HARMLESS THE RELEASED PARTIES (AS DEFINED ABOVE) FROM AND AGAINST ANY AND ALL CLAIMS (AS DEFINED ABOVE), INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE INCURRED BY OR ASSERTED AGAINST THE RELEASED PARTIES, OR ANY OF THEM, BASED ON, ARISING OUT OF, OR RELATING TO THE MINOR CHILD'S PARTICIPATION IN OR ATTENDANCE AT ANY S.A.L.E. EVENT, INCLUDING BUT NOT LIMITED TO ANY CLAIMS BASED ON, ARISING OUT OF, OR RELATING TO THE ALLEGED OR ACTUAL NEGLIGENCE OR GROSS NEGLIGENCE OF S.A.L.E. OR ANY OF THE OTHER RELEASED PARTIES.

Parent/legal guardian signature

Date (MM/DD/YYYY)

Parent/legal guardian printed name

Printed name of minor child

ACKNOWLEDGEMENT

On this ____ day of _____ 20__, before me, personally appeared _____, to me known to be the person who executed the foregoing Release and Indemnification Agreement and acknowledged that he/she signed same as his/her free act and deed.

Notary Public, State of Texas