

## **San Antonio Livestock Exposition, Inc. 2023 OPEN SHOW ENTRY AGREEMENT**

By signing this Open Show Entry Agreement ("agreement"), the undersigned Exhibitor (hereafter "We" or "we") agree and represent that:

1. Each of us has read, understands, and is bound by all provisions of the 2023 San Antonio Stock Show & Rodeo Competitive Events Premium List and all rules and regulations of the San Antonio Livestock Exposition, Inc. ("S.A.L.E.").
2. No animal entered in S.A.L.E.'S livestock show by Exhibitor has been or will be administered any banned or unapproved substance or drug and no such animal has been or will be unethically fitted.
3. If Exhibitor's animal has been administered a drug that is FDA-approved for its species, we understand the time it takes for all drug residue to completely clear the animal's system may be longer than the labeled withdrawal time for most drugs and varies from animal to animal and that adequate time must have passed so that Exhibitor's animal does not test positive for drugs or other banned substances upon arrival or thereafter.
4. After Exhibitor's animal arrives on S.A.L.E.'s grounds, it will be and remain free and clear of all residues of medications, drugs, chemicals, and other substances.
5. An animal is disqualified from competition and from receiving any award if S.A.L.E. in its discretion determines that the animal has tested positive for any type of performance-enhancing medication, drug, chemical, or other substance, including but not limited to steroids, diuretics, anti-inflammatories, tranquilizers and pain killers, even if the substance was administered by a licensed veterinarian. The quantity of any such substance that will result in disqualification will be determined by S.A.L.E. in its sole discretion.
6. Breeding animals are subject to testing and disqualification if they have consumed or been given any performance-enhancing or banned substance even though the USDA Wholesome Meat Act does not apply to breeding animals.
7. Any drugs or medication administered to Exhibitor's animal during S.A.L.E.'s livestock show must be administered by S.A.L.E.'s officially designated veterinarian and a written medication record must be filed.
8. We authorize S.A.L.E. to test, inspect, examine, and take samples of any sort from Exhibitor's animal at any time it deems appropriate.
9. S.A.L.E. hereby is authorized, in its sole discretion, to conduct or have conducted on Exhibitor's animal any tests, examinations, samplings, inspections, and analyses it deems appropriate, including but not limited to ultrasound, D.N.A., blood, tissue, hair, feather and urine laboratory analysis.
10. We understand that we may be present during the collection of an initial urine sample for testing and must witness, seal, and sign the sample, thereby establishing that the sample was properly collected and prepared for analysis. We further agree that subsequent samples of any sort may be taken by or for S.A.L.E. without our presence.
11. If S.A.L.E. determines that Exhibitor's animal has been unethically fitted or if the animal tests positive for any unpermitted drug or substance in a quantity that S.A.L.E. in its sole discretion determines to be a violation of S.A.L.E.'s policies, Exhibitor will be disqualified and will forfeit all titles, awards, prizes, auction proceeds, premiums, scholarships and market/floor money.
12. If Exhibitor's animal is disqualified, S.A.L.E. shall have the right to permanently bar Exhibitor and his or her family from participation in S.A.L.E.'s livestock show permanently or for such period of time as S.A.L.E. determines to be appropriate. Any requests for modification or removal of any such action must be made only to S.A.L.E.'s Executive Director & CEO.
13. All decisions based on any test, inspection, analysis, or examination conducted by or for S.A.L.E. shall be final and conclusive.
14. **We each hereby waive, and release S.A.L.E. and each of its agents, employees, officers, directors, volunteers, members, and veterinarians and other contractors (together, "S.A.L.E. Persons") from, any and all claims, causes of action, liabilities, and demands of every sort based on, arising out of, or relating to the inspection or testing of any animal entered in S.A.L.E.'s livestock show or to any ruling, decision, or action taken by S.A.L.E. or any S.A.L.E. Person as a result of or in reliance on the results of any test or inspection, whether or not such testing or inspection was conducted in compliance with these rules. THE FOREGOING WAIVER AND RELEASE APPLIES TO ANY AND ALL CAUSES OF ACTION, CLAIMS, LIABILITIES, AND DEMANDS BASED ON THE ACTUAL OR ALLEGED NEGLIGENCE OR GROSS NEGLIGENCE OF S.A.L.E. OR ANY OF THE S.A.L.E. PERSONS.**
15. **WE HEREBY AGREE TO INDEMNIFY AND HOLD S.A.L.E. AND EACH OF THE S.A.L.E. PERSONS HARMLESS FROM AND AGAINST AND ALL CLAIMS, SUITS, CAUSES OF ACTION, LIABILITIES, DAMAGES, DEMANDS, COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES), AND OTHER LOSSES (TOGETHER, "CLAIMS") ASSERTED AGAINST OR INCURRED BY S.A.L.E OR ANY S.A.L.E. PERSON BASED ON, ARISING FROM, OR IN ANY WAY RELATING TO ANY ACT OR OMISSION BY S.A.L.E. OR**

ANY OF THE S.A.L.E. PERSONS OR THE USE OR CONDITION OF ANY REAL OR PERSONAL PROPERTY AT OR IN CONNECTION WITH THE SAN ANTONIO STOCK SHOW & RODEO, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS BASED ON, ARISING OUT OF, OR RELATING TO ANY NEGLIGENT ACT OR OMISSION OF OR BY S.A.L.E.

16. All claims and disputes between Exhibitor and S.A.L.E. or any S.A.L.E. Person in any way arising out of or related to Exhibitor's entry and participation in the San Antonio Livestock Show & Rodeo or any action by S.A.L.E. or any of the S.A.L.E. Persons with respect to Exhibitor or any animal entered in S.A.L.E.'s livestock show by Exhibitor shall be decided by binding arbitration administered by the American Arbitration Association ("AAA") and in accordance with the Commercial Arbitration Rules of the AAA that are in effect at the time the demand for arbitration is filed, unless the parties mutually agree otherwise in writing. The decision of the arbitrator(s) shall be final, conclusive and binding on the parties and judgment may be entered thereon by a court of competent jurisdiction to enforce the decision.
17. Jurisdiction and venue for any legal proceeding or arbitration between Exhibitor and S.A.L.E. or any S.A.L.E. Person relating to arising from this Agreement or Exhibitor's participation and entry in S.A.L.E.'s livestock show shall lie solely and exclusively in Bexar County, Texas.
18. We understand and agree to the Civil Authority Evacuation Statement as well as the COVID 19, Liability and Release and Indemnity Rules (General Rules, Sections 6 & 7) as stated in the General Rules of the Competitive Events Premium List.

**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.**

## SUBSTITUTE W-9 FORM & ENTRY AGREEMENT SIGNATURE PAGE

Certification: Under penalties of perjury, I certify that:

- 1) The number submitted and included on the online entry is my correct taxpayer identification number, and
- 2) \*I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interests or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

*\*You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.*

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Please print:

Exhibitor's Full Name (First, Middle, Last)

SSN#

By signing this Entry Agreement form, I certify that I have read, understand and agree to abide by the 2023 San Antonio Stock Show & Rodeo Competitive Events Premium List, this Entry Agreement and all applicable rules and regulations of the San Antonio Livestock Exposition, Inc.

Exhibitor's Signature:

Date:

**Upload this form, for each exhibitor, to the corresponding Exhibitor's profile on the online entry process.**  
Competitive Events Office, P.O. Box 200230, San Antonio, TX 78220-0230