

*****PLEASE READ THE FOLLOWING WAIVER AND HAVE NOTARIZED*****

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE. READ THIS AGREEMENT BEFORE SIGNING IT.

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

WAIVER, RELEASE, AND INDEMNITY AGREEMENT is made and executed this ____ day of _____ 2024, by _____ (Name) _____ (age), (hereinafter "Contestant"), and [if applicable, Custodial Parent(s), Legal Guardian(s) or Natural Guardian(s) _____, and/or _____ (hereinafter collectively "Custodial Parent(s)"] in consideration of being allowed to participate in rodeos and/or events of which Walker County Fair Association., a Texas Non-Profit Corporation, is involved as a promoter, grounds owner and/or stock contractor, acknowledge, consent, warrant and covenant, appropriate as follows:

1. Acknowledge that the Contestant wishes to compete in events at WCF Youth Rodeo run by Walker County Fair (WCF).
2. Acknowledge that the age of the Undersigned contestant is true and accurate. [and, if applicable that the above Custodial Parent(s) are all inclusive of the individuals that have legal rights and responsibilities in regard to the Contestant. Those herein representing themselves as Custodial Parent(s) agree to indemnify and save and hold harmless the Releasees from any loss, liability, damage, or costs they may occur because of any defects in legal or representative capacity to act on behalf of the minor Contestant in executing this Agreement or misrepresentation as to legal or representative authority to bind Contestant.]
3. Acknowledge that any livestock may without warning or apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on, kick, push or shove the Contestant causing serious injury or even death. Steel panels, fencing, gates, ropes, latches, saddles, bridles and all other equipment and structures and improvements to the rodeo grounds may loosen or break, all of which may cause the Contestant to be placed at risk, resulting in serious injury or death.
4. Acknowledge that all rodeo events are dangerous and involve risks that may involve risk that may cause SERIOUS INJURY AND IN SOME CASES DEATH to Contestant because of the unpredictable nature and irrational behavior of livestock, regardless of the Contestant's and/or livestock's training and past performance.
5. Releasor certifies that they have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else Releasor agrees to bear the costs of such injury or damage, further certify that they are willing to assume the risk of any medical or physical condition they may have.
6. Contestant, individually, [or through its Custodial Parent(s) and Custodial Parents], agree to discharge, waive, release, and covenant not to bring legal or equitable actions against the Walker County Fair., its officers, members, employees, directors, heirs, agents, participants, committees, arena operators or arena owners, officials, cowboy protection, gate pullers, EMT personnel, any person in any restricted area, promoters, sponsors, advertisers, owner or lessees of premises used to conduct the event, each doing business under their own names or any other names (hereinafter the "Releasees"), and release the same from all claims, demands and liability from any and all property damages, personal injury, mental anguish, and/or death arising from Undersigned's participation or observation in events or before, during or after events while on the rodeo grounds. This discharge also includes claims, demands, and liabilities arising out of gross negligence, premises liability, or willful or wanton negligence of the Releasees.
7. Release the Releasees from any claim of negligence relating to the Contestant's riding ability or experience with livestock and the promotion of a rodeo and its events. Contestant [and, if applicable its Custodial Parent(s)] understands that they are solely responsible for determining Contestant's ability to participate based on Contestant's own knowledge of Contestant's experience and ability. The Contestant and, [if applicable, its Custodial Parent(s)] understand and accept the risks and the Contestant [and Custodial Parent(s)] alone are responsible for inspection and ensuring the fitness and adequacy of all equipment, personnel, livestock, EMT personnel, and all arena personnel that the Contestant may utilize.
8. Hereby AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE Releasees from any loss, liability, damage, or cost they may incur due to claims brought against the Releasees arising out of my injury, death, or damage to Contestant's property while Contestant is in a restricted area and/or while competing, practicing, officiating, observing or working for or for any purpose participating in any events and whether caused by the negligence of the Releasees otherwise.
9. **WARNING - UNDER TEXAS LAW (CHAPTER 87, 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.**
10. **I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

CONTESTANT:

CUSTODIAL PARENT(S), LEGAL GUARDIAN(S) AND/OR NATURAL GUARDIAN(S)

Signature: _____

Signature: _____

Address: _____

Address: _____

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____

Notary Public, State of Texas