

YOUNG MEN’S BUSINESS LEAGUE OF BEAUMONT, TEXAS, INC.
WAIVER AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT APPLIES TO PARTICIPATION IN OR ATTENDANCE AT ALL SOUTH TEXAS STATE FAIR AND RODEO EVENTS, INCLUDING WITHOUT LIMITATION THE FOLLOWING:

2024 BUSTIN’ OUT AT FORD ARENA

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL 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, ECONOMIC LOSS, AND 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 the Young Men’s Business League of Beaumont, Texas, Inc. 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 these type Events (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, economic loss, 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:

Persons participating in YMBL-South Texas State Fair events may be asked to follow state guidelines and best practices by “social distancing” and wearing face coverings to reduce the risks of exposure to COVID 19. YMBL-South Texas State Fair cannot eliminate the risk of transmission or guarantee that participants, volunteers, partners, or others attending any YMBL-South Texas State Fair Event will not become infected with COVID 19. All such persons assume the risk of contracting COVID 19 by attending a YMBL-South Texas State Fair Event.

COVID 19 Individuals who fall within any of the categories below should not attend or participate in any YMBL-South Texas State Fair Event. By attending a YMBL-South Texas State Fair event, an attendee represents and warrants that:

1. He or she has not, within the fourteen (14) days prior to the YMBL-South Texas State Fair Event, experienced any symptoms associated with COVID 19, including without limitation any fever, change in the senses of taste or smell, cough, and shortness of breath;
2. He or she has not traveled during the fourteen (14) days prior to the YMBL-South Texas State Fair Event (a) internationally or (b) to a community in the U.S. that has sustained community transmission of the SARS COV 2 virus or COVID 19; or
3. He or she has not been exposed to a confirmed or suspected case of COVID 19 and has not been diagnosed with COVID 19, unless he or she has been cleared as non-contagious by state or local public health authorities or the health care team responsible for his or her treatment.

DUTY TO SELF-MONITOR

All participants, attendees, and volunteers at any YMBL-South Texas State Fair Event must determine themselves if they have experienced any signs or symptoms of COVID 19 (including fever, cough, changes in the sense of taste or smell, and shortness of breath).

ASSUMPTION OF THE RISK

The undersigned acknowledges and agrees that:

1. Participation in a YMBL-South Texas State Fair Event may expose him or her to illness from infectious diseases, including but not limited to COVID 19.
2. He or she knowingly and freely assumes all such risks related to exposure to illness and infectious diseases, including but not limited to COVID 19, even if such exposure arises from the actual or alleged negligence or fault of the Released Parties; and
3. He or she knowingly assumes all risk of injury, illness, harm and loss associated with the YMBL-South Texas State Fair Event, including any injury, harm or loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

RELEASE AND INDEMNITY; COVENANT NOT TO SUE

THE UNDERSIGNED PARTICIPANT, JOINTLY AND SEVERALLY WITH HIS/HER PARENT/LEGAL GUARDIAN (IF PARTICIPANT IS A MINOR), HEREBY INDEMNIFIES, RELEASES AND HOLDS HARMLESS THE YOUNG MENS BUSINESS LEAGUE OF BEAUMONT, TEXAS, INC. ITS BOARD OF 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, ECONOMIC LOSS, 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 YMBL-SOUTH TEXAS STATE FAIR EVENT, INCLUDING BUT NOT LIMITED TO ANY CLAIMS BASED ON, ARISING OUT OF, OR RELATED TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE YOUNG MENS BUSINESS LEAGUE OF BEAUMONT, TEXAS, INC. 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.

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.

LEGAL PROCEEDINGS; LICENSE FOR PHOTOGRAPY

This Agreement shall be governed by and construed under Texas law. Venue and jurisdiction for any legal proceeding between the undersigned participant (and, if a minor, his or her parent/legal guardian) and any Released Party shall lie solely and exclusively in Jefferson County, Texas. This Agreement is binding upon the undersigned and his/her heirs, executors, administrators and legal representatives.

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 YMBL-South Texas State Fair Event and further (i) consents to and licenses YMBL-South Texas State Fair’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.

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

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 YMBL-South Texas State Fair 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 YMBL-South Texas State Fair Event identified in this Agreement. *The undersigned understands that the minor child's participation in or attendance at the YMBL-South Texas State Fair Event presents a RISK OF PERSONAL INJURY OR DEATH TO THE MINOR CHILD, that arenas, rodeo and fairgrounds, 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 YMBL-South Texas State Fair Event.* The undersigned parent or legal guardian has observed similar events; appreciates and understands that facility and weather conditions at or around the YMBL-South Texas State Fair 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, ECONOMIC LOSS, 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 THE YOUNG MEN'S BUSINESS LEAGUE OF BEAUMONT, TEXAS, INC. OR ANY OF THE OTHER RELEASED PARTIES.**

Participant (Minor Child) name printed

Participant date of birth (MM/DD/YYYY)

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

Gender: Boy or Girl
Circle One

Parent/Legal Guardian Signature

Date of Signature (MM/DD/YYYY)

Parent/Legal guardian name printed