



## **RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in any and all activities, including the **2025 Trail Ride**, (the "Activities") associated with Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund and Corral Club, Inc. (collectively, "HLSR"), and to the fullest extent permitted by law, the undersigned, on behalf of himself/herself and the Participant(s) identified below, hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement"). This Agreement shall remain in effect for as long as the undersigned participates in the Activities.

1. **ACKNOWLEDGMENT OF RISKS:** The undersigned recognizes and understands that there are risks associated with his/her participation in the Activities including, but not limited to, bodily injury or death to persons and theft, damage or destruction to property. I acknowledge the following warnings under Texas Law:
  - a. **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.**
  - b. **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.**
2. **RELEASE FROM LIABILITY:** The undersigned, on behalf of himself/herself and anyone claiming by, through, or under him/her, hereby RELEASES, ACQUITS AND FOREVER DISCHARGES HLSR, its subsidiaries and affiliates and its and their present and former directors, officers, employees, agents, volunteers, and representatives and the respective heirs, administrators, executors, successors and assigns (collectively, the "HLSR Parties" or individually, an "HLSR Party") from any and all claims, demands, causes of action, suits, settlements, judgments and/or expenses (including, but not limited to, reasonable attorneys' fees and defense costs) for personal injury, death and/or property damage, accrued or to accrue in the future, known or unknown, (collectively, "Claims") relating to or arising out of the Activities, or any negligent acts or omissions in connection with his/her entry into and participation in the Activities, including but not limited to Claims based on or arising out of the **NEGLIGENT ACTS OR OMISSIONS OF THE HLSR PARTIES, REGARDLESS OF WHETHER ANY SUCH ACT OR OMISSION WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS.** Without limiting the foregoing, the undersigned agrees that the HLSR Parties shall not be liable to him/her, his/her family, heirs, administrators, executors or assigns for Claims arising from or related to the undersigned'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 HLSR PARTIES** from any and all claims, demands, causes of action, suits, settlements, judgments and/or expenses (including, but not limited to, reasonable attorneys' fees and defense costs) 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 the Activities, or any negligent acts in connection with entry into or participation in the Activities, including but not limited to Claims resulting from **THE HLSR PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER ANY 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 HLSR Parties shall extend only to Claims arising directly or indirectly from the Participant(s)' entry into and participation in the Activities. **As used herein, "INDEMNIFY" means to agree to assume the HLSR Parties' liability as to any and all claims, causes of action, suits, settlements, judgments and/or expenses (including, but not limited to reasonable attorneys' fees and defense costs) made by, through or under the undersigned or Participant(s) against the HLSR Parties related to the Participant(s)' entry into and/or participation in the Activities.**
4. **PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT:** The undersigned GRANTS PERMISSION for himself/herself and Participant(s) 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 HLSR for television, film, video, visual, graphic, printed and/or social media. The undersigned agrees to RELEASE and INDEMNIFY HLSR with respect to any Claims related to the usage of such photographs, videos, recordings and/or interviews by the HLSR Parties or any media.
5. **TEXAS LAW:** The undersigned understands that this Agreement shall be binding on his/her 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. **COMPREHENSION AND AUTHORITY:** As further inducement to HLSR to permit Participant(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 HLSR Parties, or any agent, attorney or other representative of an HLSR Party has influenced the undersigned in causing him/her to sign this Agreement.

7. The undersigned certifies that he/she has never been convicted or received deferred adjudication as a sex offender or of any crime related to abuse, assault or violence toward a child. Further, if charged with such a crime, he/she will immediately advise the General Counsel of HLSR.

Printed Name of Participant: \_\_\_\_\_

Signature (**IF 18 OR OLDER**): \_\_\_\_\_ Date: \_\_\_\_\_

**FOR PARENTS/GUARDIANS OF MINORS**

I, as parent/guardian with legal responsibility for the above named Participant(s), consent and agree to all of the terms outlined above. I release and agree to defend, indemnify and hold harmless the HLSR Parties from any and all Claims (as defined above) relating to or arising out of the Activities, or any negligent acts in connection with Participant(s)' entry into or participation in the Activities, including but not limited to the **NEGLIGENT ACTS OR OMISSIONS OF THE HLSR PARTIES, REGARDLESS OF WHETHER ANY SUCH ACT OR OMISSION WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS**, to the fullest extent permitted by law.

Signature (**PARENTS/GUARDIANS MUST SIGN FOR MINORS**): \_\_\_\_\_  
**NO MINORS MAY PARTICIPATE IN THE ACTIVITIES WITHOUT SIGNATURE OF A PARENT/GUARDIAN.**

Printed Name and Relationship of Signer to Participant if Participant is a Minor: \_\_\_\_\_