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 EVENT (SELECT ONE):

☐ Youth Connection  ☐ Mutton Bustin  ☐ Cattle Drive  ☐ Palomino Patrol  ☐ Ranch Rodeo  ☐ Calf Scramble
☐ Rodeo Wranglers  ☐ Stampede  ☐ Exhibits  ☐ School Tours  ☐ Dairy Parlor  ☒ Agrilife

WARNING:

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESTOCK SHOW, HORSE SHOW OR RODEO SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW, HORSE SHOW OR RODEO RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW, HORSE SHOW AND RODEO ACTIVITIES.

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

1. In consideration for being permitted to participate in or attend one or more events, contests, exhibitions, performances, or activities sponsored, presented, or conducted by S.A.L.E. on the grounds of the AT&T Center/Freeman Coliseum or elsewhere (each, a “S.A.L.E. Event”), and for other valuable consideration, receipt of which is acknowledged, the undersigned agrees to the terms and conditions of this Release and Indemnification Agreement.

2. The undersigned acknowledges that livestock show, horse show and rodeo events, including those involving animals, are dangerous and that participating in or attending a S.A.L.E. Event (whether as a competitor, contestant, independent contractor, official, laborer, volunteer or observer) will expose the undersigned to risks of personal injury, death, and property damage. The undersigned 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 or not caused by any of the Released Parties (defined below).


4. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, COST, OR EXPENSE INCURRED BY THE RELEASED PARTIES, OR ANY OF THEM, RELATING TO OR ARISING FROM ANY CLAIM, SUIT, DEMAND, OR CAUSE OF ACTION BROUGHT OR ASSERTED BY OR ON BEHALF OF THE UNDERSIGNED, OR ANY OTHER PERSON OR ENTITY, BASED ON, ARISING FROM, OR RELATING TO THE UNDERSIGNED’S PARTICIPATION IN ANY S.A.L.E. EVENT, INCLUDING ALL SUCH CLAIMS FOR OR BASED ON ANY NEGLIGENT OR GROSSLY NEGLIGENT ACT OR OMISSION OF S.A.L.E. OR ANY OF THE OTHER RELEASED PARTIES.

5. The foregoing release and indemnification provisions are intended to have the broadest possible legal effect and to release and indemnify the Released Parties against all claims, liabilities, damages, demands, suits, and causes of action of every sort, known or unknown, foreseeable or unforeseeable, and future and contingent.

6. The undersigned COVENANTS NOT TO SUIT any person or entity, including, but not limited to S.A.L.E. and the other Released Parties, for or based on any claim or other matter that is released in this Release and Indemnification Agreement and agrees not to bring, prosecute, or participate in the prosecution of any suit or action based on or for any such claim or other matter.

7. Venue for any suit between the undersigned and S.A.L.E. shall solely and exclusively be in Bexar County, Texas. This Release and Indemnification Agreement is and shall be binding upon the undersigned and his or her heirs, estate, legal representatives, successors and assigns.

8. The undersigned agrees that he/she may be depicted in photographs or video recordings of any S.A.L.E. Event, consents to the use of such depictions in advertising, news reporting, public relations, and other public displays, and releases and waives all claims for compensation and any rights of review and approval, copyright, and right of publicity with respect thereto.
AGREED TO AND ACCEPTED BY:

PARTICIPANT PRINTED LEGAL NAME

PARTICIPANT DATE OF BIRTH (MM/DD/YYYY – Required)

PARTICIPANT MAILING ADDRESS

PARTICIPANT TELEPHONE NUMBER (Include Area Code)

E-MAIL ADDRESS (Optional)

*** IF PARTICIPANT IS 18 YEARS OLD OR OLDER, SIGN AND DATE BELOW BEFORE A NOTARY PUBLIC. IF PARTICIPANT IS A *** MINOR (UNDER 18), SKIP TO NEXT SECTION BELOW.

PARTICIPANT SIGNATURE

DATE OF SIGNATURE (MM/DD/YYYY)

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

NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES

NOTARY STAMP

*** IF PARTICIPANT IS A MINOR CHILD (UNDER THE AGE OF 18) THE PORTION OF THIS FORM BELOW MUST *** BE COMPLETED BY A PARENT OR LEGAL GUARDIAN OF THE MINOR CHILD.

The UNDERSIGNED PARENT OR LEGAL GUARDIAN hereby represents and warrants that he/she is the parent or legal guardian of the MINOR CHILD who is named in the foregoing Release and below, that he/she has legal power, authority, capacity and right, without limitation, to execute and deliver this Release and Indemnification Agreement on behalf of the undersigned and such minor child and that he/she has read, understands, and agrees to all terms of this document.

The undersigned requests that his/her minor child be allowed to participate in or attend the S.A.L.E. Event identified in this Release and Indemnification Agreement. The undersigned knows 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 arena conditions change and may be or become hazardous, animals are dangerous and unpredictable, and there is INHERENT DANGER in the S.A.L.E. Event. Having observed similar events, we appreciate and voluntarily assume that danger. We further understand that the arena surface, access ways or lack thereof, lighting or lack thereof, and weather conditions may pose a danger to the minor child. We further understand that other contestants and participants pose a danger to the minor child. With all of that knowledge, the undersigned ASSUMES AND ACCEPTS, for the undersigned and the minor child, ALL RISKS relating to or arising from the minor child’s participation in the S.A.L.E. Event.

Without limiting the foregoing, the undersigned agrees that paragraphs 3, 4 and 6 of this Release and Indemnification Agreement apply to and are binding upon both the undersigned and the minor child named herein and that the term “undersigned” as used in those paragraphs includes both the parent or legal guardian named below and that minor child, both or all of whose claims are released by this Release and Indemnification Agreement.

PARENT/LEGAL GUARDIAN SIGNATURE

DATE OF SIGNATURE (MM/DD/YYYY)

PRINTED NAME OF PARENT/LEGAL GUARDIAN

PRINTED NAME OF MINOR CHILD

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

NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES

NOTARY STAMP