

**Harris County Fair & Rodeo
Youth Events
Waiver and Release from Liability AND INDEMNITY AGREEMENT**

1. **IN CONSIDERATION FOR BEING ALLOWED ENTRY INTO AND PARTICIPATION IN HARRIS COUNTY FAIR ACTIVITES (the “Activities”)** I, _____, the undersigned hereby releases and discharges Harris County Fair & Rodeo (“**HCF&R**”); their insurance carriers; their legal representatives; their present and former directors, officers, employees, agents, officials, judges, sponsoring agencies, sponsors, advertisers, local organizing committees, lessors and operators of premises and representatives; their present and former corporate parents, subsidiaries, affiliates, predecessors, and successors; and the perspective heirs, administrators, exactors, successors,, (all hereinafter “Releasees”) from any and all liabilities, claims, demands, causes of action or losses of any kind or nature, past, present or future, direct or consequential that I may hereafter have for PERSONAL INJURY, PERMANENT, TEMPORARY, TOTAL OR PARTIAL DISABILITY, DISFIGUREMENT, PARALYSIS AND ANY OTHER LOSSES OR DAMAGES TO PERSON OR PROPERTY OR DEATH, arising out of my participation in the Activities, attendance at or traveling to and from any **HCF&R** sanctioned rodeo event or activity including, but not limited to, LOSSES CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASEES, or hidden, latent or obvious defects in the facilities or equipment used. **THE UNDERSIGNED FURTHER AGREES, ON BEHALF OF HIMSELF/HERSELF AND ON BEHALF OF ANY AND ALL OF HIS/HER HEIRS, SUCCESSORS AND ASSIGNS, TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE HCF&R PARTIES FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, INCLUDING, WITHOU LIMITATION, ALL COSTS, EXPENSES AND LEGAL FEES INCURRED IN DEFENDING THE SAME, MADE BY OR THROUGH THE UNDERSIDNGED, OR ON HIS/HER BEHALF, RELATING TO OR ARISING OUT OF ANY NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONAL ACTS ON THE PART OF THE UNDERSIGNED IN COMMECTION WITLH THE UNDEERSIGNED’S ENTRY AND PARTICIPATION IN THE ACTIVITIES. I FURTHER AGREE TO VENUS IN HARRIS COUNTY, TEXAS FOR ALL PURPOSES.**

**PARAGRAPH 2 APPLIES ONLY TO CHILDREN UNDER THE AGE OF 18
AND IS TO BE SIGNED BY A PARENT OR LEGAL GUARDIAN**

2. I, _____, the undersigned warrants that he/she has read this agreement and fully understands it to be a release of all claims, known or unknown, present or future, that he/she has or may have against **HCF&R**, as parent/legal guardian of _____, a minor child, on behalf of myself, my heirs and next of kin including said minor child, personal representative, agents, insurers, successors and assigns (all hereinafter “Releasers”) hereby FOREVER RELEASE, DISCHARGE AND COVENANT NOT TO SUE the Harris County Fair & Rodeo (“**HCF&R**”), its insurers, administrators, agents, directors, officers, participants, officials, judges, sponsoring agencies, sponsors, advertisers, local organizing committees (and if applicable) owners, lessors and operators of premises, and the Houston Farm & Ranch Club and any of its representatives, employees, and administrators, (all hereinafter “Releasees”) from any and all

liabilities, claims, demands, causes of action or losses of any kind or nature, past, present or future, direct or consequential that I may hereafter have for PERSONAL INJURY, PERMANENT, TEMPORARY, TOTAL OR PARTIAL DISABILITY, DISFIGUREMENT, PARALYSIS AND ANY OTHER LOSSES OR DAMAGES TO PERSON OR PROPERTY OR DEATH, arising out of my participation in, attendance at or traveling to and from any **HCF&R** sanctioned rodeo event or activity including, but not limited to, LOSSES CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASEES, or hidden, latent or obvious defects in the facilities or equipment used. I FURTUR AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE HCF&R AS SETFORTH IN THE ABOVE PARAGRAPH NO. 1.

3. Releasor understands and acknowledges that **HCF&R** sanctioned rodeo activities and the sports of rodeo in general have inherent dangers that no amount of care, caution, training, instruction, supervision or expertise can eliminate. RELEASOR EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISK OF PERSONAL INJURY, PERMANENT, TEMPORARY, TOTAL OR PARTIAL DISABILITY, DISFIGUREMENT, PARALYSIS AND ANY OTHER LOSSES OR DAMAGES TO PERSON OR PROPERTY OR DEATH, sustained while participating in, attending, preparing for or traveling to and from any **HCF&R** sanctioned rodeo event or activity, including the risk of PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASEES, or hidden, latent or obvious defects in the facilities or equipment used.

4. Releasor acknowledges and fully understands that each participant in any **HCF&R** sanctioned rodeo event or activity, including Releasor, will be engaging in activities that involve risk or serious injury, including permanent, temporary, total or partial disability, disfigurement, paralysis and any other losses to person or property, including death, and that severe social and economic losses may result not only from releasor's own action, inactions or negligence, but also from the actions, inactions or negligence of others notwithstanding the rules of play or the condition of the premises or of any equipment used. Further Releasor acknowledges and fully understands that there may be other associated risks with such rodeo activities which are not known or not reasonably foreseeable at this time.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS IT TO BE A RELEASE OF ALL CLAIMS, KNOWN OR UNKNOWN, PRESENT OR FUTURE, THAT HE/SHE HAS OR MAY HAVE AGAINST HCF&R.

DATE: _____

SIGNATURE: _____

NAME: _____
(print or type)

Address: _____

CITY, ST, ZIP _____

The undersigned, _____ does hereby represent that he/she is, in fact, the parent or legal guardian of _____ and acting in such capacity agrees to the terms and conditions of the above stated waiver and release.

(Signature of Parent or Legal Guardian) Date Print Name

_____ (Relationship to Minor)

Address, City, State & Zip Code

Event: Mutton Bustin'

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____, 20__ by _____, as parent/guardian of the participant _____.

Notary Public in and for the State of Texas
My commission expires: _____