

**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 the activity known as **The Special Children’s Lil’ Rustlers Rodeo, (the “Activity”)** associated with the Houston Livestock Show and Rodeo, Inc.™, Houston Livestock Show and Rodeo™ Educational Fund, and the Corral Club, Inc., (collectively, “HLSR”), the undersigned hereby enter into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this “Agreement”) as of the date set forth below.

**1. ACKNOWLEDGMENT OF RISKS:** The undersigned recognizes and understands that there are risks associated with their participation in the Activity including, but not limited to, bodily injury or death to persons and damage to property. The undersigned further acknowledges and understands that they will be held liable and responsible for any and all damage to persons, livestock, vehicles, property and/or improvements to property that is caused by them and/or any persons (including, but not limited to, minors) under their care and control, and that arise out of, or are related to, the undersigned’s entry into and participation in the Activity.

**2. APPLICABILITY AND SCOPE OF RELEASES AND INDEMNITIES:** For purposes of this Agreement, “Claims” shall mean any past, present and future claims, losses, costs, expenses, liabilities, demands, or causes of action, and costs of defense or settlement (including, without limitation, attorneys’ fees and court costs). The releases, waivers and indemnities contained in this Agreement expressly shall apply regardless of whether the Claims to be released, waived or indemnified against arise, or are alleged to arise, from (i) **NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, INTENTIONAL ACTS, NEGLIGENCE PER SE, and/or STRICT LIABILITY**, of HLSR or their respective present and former officers, directors, members, subsidiaries, affiliates, employees, staff and agents and any other person, firm or corporation bound to defend or pay judgments against them (the “Released Parties”); (ii) personal injury, death or property damage; (iii) acts under the Texas Deceptive Trade Practices Act (“DTPA”); (iv) acts of any other persons or guests; (v) theft, burglary, assault, or other crimes; (vi) fire, water, wind, rain and/or smoke and/or (vii) any other risks and hazards associated with the undersigned’s entry into and participation in the Activity, including, but not limited to, the general conditions at the Activity, animals both wild and domestic that may be diseased and/or potentially dangerous, persons with firearms both on and off the premises used in connection with the Activity, and the driving or riding in any vehicles, whether belonging to Released Parties or to other persons.

**3. RELEASE FROM LIABILITY:** The undersigned hereby RELEASES, ACQUITS AND FOFREVER DISCHARGES, and WAIVES any and all Claims against any of the Released Parties that arise from or relate to their entry and participation in the Activity – **including, but not limited to, the types of claims enumerated in Paragraph 2** – and agree not to sue any of the Released Parties for such Claims. Without limiting the foregoing, the undersigned agrees that the Released Parties shall not be liable to them, their family, or their guests, for personal injury, property damage, or any other Claims arising from or related to the undersigned’s entry into and participation in the Activity.

**4. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:** The undersigned agrees to **DEFEND, INDEMNIFY and HOLD HARMLESS** the Released Parties against any and all Claims arising from or related to the undersigned’s entry and participation in the Activity – **including, but not limited to, the types of Claims enumerated in Paragraph 2**. In addition, and without limiting the foregoing, the undersigned agrees to **DEFEND and INDEMNIFY** the Released Parties for any Claims for injuries to any minors under their care and control and/or his or her parent/guardian, and for any Claims asserted by, through or under the undersigned, arising from or related to the undersigned’s entry into and participation in the Activity – **including, but not limited to, the types of Claims enumerated in Paragraph 2**. As used herein, “INDEMNIFY” means to agree to assume the Released Parties’ liability in a situation, thereby relieving them of responsibility, and/or reimbursing the Released Party for Claims asserted against them.

**5. PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT:** The undersigned GRANTS PERMISSION to be PHOTOGRAPHED or INTERVIEWED in connection with the Activity. The undersigned understands that any such photograph or interview may be used by the Released Parties or television, film, video, graphic or printed media. The undersigned agrees to RELEASE and INDEMNIFY the Released Parties with respect to any Claims related to the usage of such photographs or interviews by the Released Parties or any media – **including, but not limited to, the types of Claims enumerated in Paragraph 2**.

As further inducement to HLSR to permit the undersigned’s entry into and participation in the Activity, the undersigned represents that they thoroughly and completely understand that this is a complete and final release and indemnity agreement, that they are freely and voluntarily entering into this Agreement, and that no representations, promises or statements made by any Released Party, or any agent, attorney, or other representative of any Released Party has influenced the undersigned in causing them to sign this Agreement.

The undersigned understands that this agreement shall be binding on their 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 the 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.

**Participant/Child’s Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\*\*The above named person being a minor, a parent or legal guardian must also execute this Agreement.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ Parent Legal Guardian Other \_\_\_\_\_

**Name of Organization:** \_\_\_\_\_