

Travis County Youth Show - Release of Liability and Indemnity Agreement

In consideration for being allowed entry into and participate in activities (the "Activities") associated with the Travis County Youth Show and the Travis County Youth Show's Rodeo (collectively, "TCYS"), the receipt and sufficiency of which is hereby acknowledged, the undersigned, on behalf of the "Participant" named below, hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement") as of the date set forth below.

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

2. **APPLICABILITY AND SCOPE OF RELEASE AND INDEMNITIES:** For purpose 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, attorney's fees and court costs). For purpose of this Agreement, the term Released Parties shall mean the Travis County Youth Show and their respective present and former officers, directors, members, council members, commissioners, subsidiaries, affiliates, employees staff, volunteers, agents and any other person, firm corporation or entity bound to defend or pay judgments against them, including but not limited to any insurance carrier.

3. **RELEASE FROM LIABILITY:** The undersigned, on behalf of Participant, hereby RELEASES, ACQUITS AND FOREVER DISCHARGES, and WAIVES any and all Claims against any of the Released Parties arising from the negligent, grossly negligent, and/or intentional acts or omissions of the Participant in connection with the Participant's entry into and participation in the Activities and agrees not to sue any of the Released Parties for such Claims.

4. **AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:** THE UNDERSIGNED, ON BEHALF OF PARTICIPANT, AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS ARISING FROM OR RELATED TO ANY ACCIDENT, OCCURRENCE, OR EVENT CAUSED IN WHOLE OR IN PART BY OR ARISING OUT OF ANY NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACTS OR OMISSIONS OF THE PARTICIPANT IN CONNECTION WITH THE PARTICIPANT'S ENTRY INTO AND PARTICIPATION IN THE ACTIVITIES.

5. **REPRESENTATIONS and ACKNOWLEDGEMENTS:** As further inducement to the TCYS to permit the Participant's entry into and participation in the Activities, the undersigned certifies that Participant has never been convicted or received deferred adjudication as a sex offender or any crime related to abuse, assault or violence toward a child. Participant further authorizes the TCYS to review any sex offender registries under Participant's name. Participant agrees that if Participant is charged with such a crime, that Participant will immediately advise and notify the TCYS. As further inducement to TCYS to permit the Participant's entry into and participation in the Activities, the undersigned, on behalf of Participant, represents that Participant thoroughly and completely understands that this is a complete and final release and indemnity agreement, the Participant is freely and voluntarily entering into this Agreement, and that no representations, promises or statements made by any of the Released Parties, or any agent, attorney or other representative of any of the Released Parties has influenced the undersigned in causing the undersigned to sign this Agreement. The undersigned further acknowledges on behalf of Participant that Participant is voluntarily participating in the Activities and that Participant is participating with full knowledge of the inherent risk, hazards and dangers involved. As such, the undersigned, on behalf of the Participant, hereby assumes and accepts any and all risks of injury or death associated with entering in and participating in the Activities.

6. **MISCELLANEOUS PROVISIONS:** The undersigned understands that this Agreement shall be binding on Participant's 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 State District Courts in Travis 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.

7. **Provisions Applicable If Volunteer Member Is A Minor:** If participant is a minor, such minor's undersigned Parent/Guardian hereby represents and warrants that he/she is the PARENT/LEGAL GUARDIAN of the Participant, and that he/she has the full power, authority, capacity and right, without limitation, to enter into, execute, deliver and perform this Release of Liability/ Indemnity Agreement.

Travis County Youth Show - Photo Release

I grant to Travis County Youth Show, its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize Travis County Youth show, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that Travis County Youth Show may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content. I have read and understand the above.

Exhibitor's PRINTED Name

Exhibitors Signature

Signature of Parent/Guardian

Date

ACKNOWLEDGEMENT

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

Notary Public, State of Texas