

WAIVER, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

This Waiver, Release of Liability, and Indemnity Agreement (this "Agreement") is entered into between the undersigned and Hunt County Horseman's Association, and to observe and/or participate in a horse show event.

In consideration of the risk of injury, illness, paralysis, death, disease, damages, economical or emotional loss while observing and/or participating in equine, horse, or other outdoor activities on **Hopkins County Regional Civic Center** and **Hunt County Horseman's Association** and surrounding property, and other related activities, hereinafter the "Activity" whether one or more, and as consideration for the right to observe and/or participate in the Activity, I (we) hereby, for myself, family, friends, and guests, heirs, executors, administrators, assigns, or personal representatives, agents, contractors, guest invitees and knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of participation in the Activity, and do hereby release and forever discharge **Hunt County Horseman's Association**, their officers, directors, judges, affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, assigns and any sanctioning group or association including, without limitation (collectively the "Listed Parties"), for any physical or psychological injury, including but not limited to injury, illness, paralysis, death, disease, damages, economical or emotional loss, that I may suffer as a direct or indirect result of my observation and/or participation in the Activity.

The Listed Parties are not responsible for any activity, errors, omissions, acts, or failure to act, obvious or latent defects on the property.

I (we) agree to indemnify and hold harmless the Listed Parties against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, and my family and guest including attorney's fees and any related costs, pursuant to any claims made by me or by anyone else acting on my behalf or anyone affected by me.

WARNING

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

WARNING

V.T.C.A. Civil Practice and Remedies Code 87.005©

Initial _____

HUNT COUNTY HORSEMAN'S ASSOCIATION

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.

Participants and guests agree to follow all federal, state and local health and safety laws, rules and regulations and all facility rules of conduct.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally, I am aware that this is a release of liability and a contract, and that I am signing it of my own free will.

Participant's Name _____

Participant's Address _____

Participant's Phone # _____

Signature _____ **Date** _____

PARENT/GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____ named above and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name _____

Relationship to Minor _____

Parent/Guardian Address _____

Parent/Guardian Phone # _____

Signature _____ **Date** _____

V.T.C.A. Civil Practice and Remedies Code 87.005(f)

Initial _____