

Ellis County Youth Expo Fair & Rodeo
2300 US Highway 287 N.
Waxahachie, Texas 75167

MINOR'S RELEASE, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

The undersigned person ("Parent"), being the parent, legal guardian, or other person authorized by law to enter into this Release, Assumption of Risk, and Indemnity Agreement on behalf of _____ ("Participant"), a minor aged 17 or younger, enters into this agreement on behalf of the Participant. Guardian and Participant desire that Participant participate in one or more events and activities sponsored, organized, sanctioned, and/or held at facilities provided by the Ellis County Youth Expo ("ECYE"). Guardian represents and warrants the following.

1. The ECYE is an "rodeo activity sponsor" as defined in Tex. Civ. Prac. & Rem. Code § 87.001(4), and/or a "livestock activity sponsor" as defined in Tex. Civ. Prac. & Rem. Code § 87.001(8), in connection with all activities or events in which Participant will be participating.
2. All events and activities in which Participant will be participating constitute an "rodeo activity" as defined in Tex. Civ. Prac. & Rem. Code § 87.001(3), and/or a "livestock show" as defined in Tex. Civ. Prac. & Rem. Code § 87.001(7).
3. In connection with all activities or events in which Participant will be participating, Participant is a "participant" as defined in Tex. Civ. Prac. & Rem. Code § 87.001(9).
4. Guardian is aware and fully informed that the contemplated activities and events involve DANGER and inherent risk of personal injury, death, and/or property damage. Guardian is further fully aware and informed that conditions of the facilities provided by the ECYE change from time to time and may become more hazardous, and that rodeo animals are dangerous and unpredictable. Guardian further understands that the facilities' surfaces, access ways or lack thereof, lighting or lack thereof, and weather conditions all change and pose a danger. Guardian further understands that other participants, their animals, and their equipment and tack, may pose a danger to the Participant.
5. Guardian has had a full and adequate opportunity to inspect and examine the equipment and tack, if any, provided by the ECYE, and Guardian is satisfied that such equipment or tack is not faulty in any manner.
6. Guardian represents and warrants that he/she is familiar with the events and activities in which Participant will be participating. Further, Guardian represents and warrants that Participant is knowledgeable as to the proper means of: 1) safely engaging in all activities or events in which Participant will be participating; and 2) safely managing the equine and livestock animals with which Participant will be participating.
7. Guardian is not aware of any physical condition or limitation that would impair Participant's ability to safely engage in activities or events in which Participant will be participating.
8. Guardian has had a full and adequate opportunity to inspect and examine the facilities and improvements, if any, provided by the ECYE, including posted warning signs and notices, and Guardian is satisfied that the facilities and improvements are in good order and functioning properly.
9. Guardian has had a full and adequate opportunity to review and familiarize himself/herself with Chapter 87 of the Texas Civil Practice & Remedies Code, and the limitations of liability afforded the ECYE by such statute. Further, Guardian has had an opportunity to have this Release, Assumption of Risk, and Indemnity Agreement reviewed by an attorney of Guardian's choice.
10. Guardian fully consents to and approves of Participant's participation in events and activities sponsored, organized, sanctioned, and/or held at facilities provided by the ECYE. Additionally Guardian is fully, legally authorized and empowered to enter into this Agreement on behalf of Participant, and the joinder of any other person is not required in order to give this Agreement full force and effect.

IN CONSIDERATION of the foregoing representations and warrants, as well as the mutual promises and obligations undertaken by Guardian and the ECYE, the parties agree as follows:

1. The ECYE agrees to allow Participant to participate in activities and events that are sponsored, organized, sanctioned, and/or held at facilities provided by the ECYE.

2. Guardian, individually and on behalf of Participant RELEASES, DISCHARGES AND COVENANTS NOT TO SUE the ECYE, its officers, directors, agents, employees, and Rodeo Contractor (American Pro Rodeo) including all related contracted staff (all hereinafter collectively referred to as the "Released Parties") from any and all claims and liability arising out of strict liability or ordinary negligence of the Released Parties or any other participant which causes Participant or Guardian personal injury, death, or property damage. **GUARDIAN, INDIVIDUALLY AND ON BEHALF PARTICIPANT COVENANTS TO HOLD THE RELEASED PARTIES HARMLESS AND TO INDEMNIFY RELEASED PARTIES FROM ALL CLAIMS, JUDGMENTS, AND/OR EXPENSES THE RELEASED PARTIES MAY INCUR ARISING OUT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES AND EVENTS THAT ARE SPONSORED, ORGANIZED, SANCTIONED, AND/OR HELD AT FACILITIES PROVIDED BY THE ECYE. GUARDIAN'S INDEMNITY OBLIGATION EXTENDS TO ACTS AND OMISSIONS CAUSED BY THE SOLE AND CONCURRENT NEGLIGENCE OF THE ECYE.**
3. Guardian VOLUNTARILY ELECTS TO ACCEPT ALL RISKS connected with Participant's participation in any activities or events sponsored, organized, sanctioned, and/or held at facilities provided by the ECYE.
4. Guardian agrees that this Release, Assumption of Risk, and Indemnity Agreement shall remain in full force and effect and shall apply to all incidents, injuries, accidents or death occurring in connection with his/her participation in any activities or events sponsored, organized, sanctioned, and/or held at facilities provided by the ECYE. All subsequent agreements and release documents signed by Guardian on behalf of Participant shall amplify, but shall in no way limit, the provisions of this document. The provisions of this document may be cancelled by either of the parties by delivering to the other party written cancellation of this agreement, which shall be effective 24 hours after the date said cancellation is actually received.
5. All references in this document to any statute shall include reference to any successor.

WARNING

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.

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

PARTICIPANT

THE ELLIS COUNTY YOUTH EXPO

Signature Date

By: _____

Printed Name: _____

Printed Name: _____

Address: _____

Title: _____

Parent Signature Date

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, who after being duly sworn, did depose and say that they have signed the foregoing Release, Assumption of Risk, and Indemnity Agreement and executed same for the purposes and consideration expressed therein.

SUBSCRIBED AND SWORN TO BEFORE ME, on this _____ day of _____, 201__

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS