



DONKEY & MULE SHOW • SEPTEMBER 7, 2019
ENTRY APPLICATION
DEADLINE AUGUST 16, 2019

Return to:
 State Fair of Texas
 PO Box 150009
 Dallas, TX 75315
 (214) 421-8810
 www.bigtex.com

Owner Name: _____
 Rider(s) Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____ Phone: _____
 Animal Name: _____ Registration # (if applicable) _____
 Donkey _____ Mule _____ Mini Mule _____ Gender: Male _____ Female _____ Gelding _____

****Separate application required for each animal.***

Class(es) Entering: (\$10/class)

Rider Name	Classes Entered (per rider)	Fees per Rider
Total Entry Fees		\$

SUMMARY			
Total Entry Fees (from above)			\$
Mandatory Office Processing Fee			\$ 15
Stalls (\$25/night)	# ___ stalls for	# ___ nights	\$
Shavings	# ___ bags	x \$8 each	\$
Overnight RV Hookups (\$50/night)	# ___ spots for	# ___ nights	\$
GRAND TOTAL			\$

MAKE CHECKS PAYABLE TO: *State Fair of Texas*

Please call the office to pay by credit card

Must complete SFT Liability Wavier to compete

Must complete IRS W9 to recieve winnings (*note* payouts will be issued to whom is on the W9)

Contact: horseshow@bigtex.com • (214) 421-8810

**Voluntary Acknowledgement of Risks,
Release of Liability and Indemnity Agreement**

STATE FAIR OF TEXAS
P.O. BOX 150009
DALLAS, TX 75315

My signature acknowledges that I and/or the minor for whom I am the parent or legal guardian (referred to collectively herein as "I", "me", or "my") have voluntarily chosen to participate in the equine events, horse shows, horse riding and/or cow work demonstrations (referred to collectively as the "Activities") and to use the facilities of Fair Park, State Fair of Texas and/or City of Dallas (referred to collectively as the "Facilities"). In consideration for the State Fair of Texas permitting me to participate in the Activities and use the Facilities, I hereby acknowledge, agree, promise and covenant on behalf of myself, my heirs, assigns, personal representatives and estate with the State Fair of Texas, the competition management, the City of Dallas, and the Park and Recreation Board of the City of Dallas, each of their lessors, parent companies, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their partners, trustees, directors, officers, members, agents, attorneys, servants and employees, past and present, and each of them (collectively referred to as "Releasees") as follows:

I UNDERSTAND AND ACKNOWLEDGE that participating in the Activities and using the Facilities entails known and unanticipated risks which could result in PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, DEATH, OR DAMAGE to myself, property, or to third parties. **I understand and acknowledge those risks** may result in claims against Releasees. However, I am making an informed choice to voluntarily accept such risks due to the excitement and benefits of the Activities, and I agree that the benefit of the Activities outweigh the risks, which include but in no way are limited to: (i) the acts, omissions or negligence in any degree of Releasees, or their agents or employees; (ii) the risks inherent in the Activities, including but not limited to any physical or mental injuries; (iii) latent or apparent defects or conditions of the Facilities; (iv) improper or inadequate instruction or supervision regarding the Activities or use of the Facilities; (v) the behavior of co-participants; (vi) accidents or incidents in the Facilities; and/or (vii) first aid, emergency treatment or services rendered or failed to be rendered by Releasees, or their agents or employees. I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, **anticipated or unanticipated** may also result in injury, death, illness, disease, or damage to me or to my property. I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, disease or disablement which would or could potentially affect participation in the Activities or use of the Facilities.

I UNDERSTAND AND ACKNOWLEDGE that I have been provided notice of the limitation of liability for livestock activities under Texas law (TX CIV PRAC & REM §87.001 – 005). State Fair of Texas has posted signage at the Facilities that complies with such law. The notice and signs provide the following warnings:

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

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.

I EXPRESSLY AND VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES, AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE OR DAMAGE TO ME OR TO MY PROPERTY ARISING FROM THE PARTICIPATION IN THE ACTIVITIES OR USE OF THE FACILITIES.

I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE Releasees and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or rights or action, which are related to, arise out of, or are in any way connected with the participation in the Activities or use of the Facilities, **including, but specifically not limited to any and all negligence or fault of Releasees**. I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER and will apply to all current and future participation in the Activities or use of the Facilities. I understand that this RELEASE OF LIABILITY will prevent me, my child, my heirs or my estate from bringing any action at law, suit in equity, or other jurisdictional proceeding or making any claim for damages, injury or death in the event of damage, injury or death arising from participation in the Activities or use of the Facilities.

I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY Releasees, and all other persons or entities **from all defense costs, including attorneys' fees, or any other costs incurred in connection with claims for mental or bodily injury, wrongful death or property damage that may be filed by me, my child, my heirs or my estate. Such indemnity and defense obligation shall further extend to any claim, loss or lawsuit, which alleges that I negligently or intentionally caused any injury, death or damage to spectators or other third parties in the course of my participation in the Activities.**

I hereby agree to a blanket release and disclaimer of all rights related to my identity, name, likeness, appearance, voice, and professional and biographical information, including any audio, video and/or photographic images, that may arise out of my participation in the Activities or use of the Facilities. I understand that this release includes any and all marketing, promotion, publishing or advertising that may occur anywhere and anytime on any media, now known or later developed and used by Releasees. Further, I hereby grant full permission for Releasees and hereby irrevocably permit, authorize, and license the Releasees and any of their

licensees, sublicensees, subcontractors, and/or agents to identify me by name and use my identity, name, likeness, appearance, voice, and professional and biographical information in all materials created by or on behalf of the State Fair of Texas in association with the Activities or Facilities, including without limitation any audio, video, photographs, motion pictures, TV broadcasts and promotions, radio broadcasts and promotions, internet websites, streaming and webcasts, recordings, social media, and other media, now known or later developed, and to use them in perpetuity, no matter by whom taken or recorded, in any manner for publicity, promotions, advertising, trade or commercial purposes, without any reimbursement of any kind due to me, or the need to pay me any fee whatsoever. Releasees shall have the exclusive right, but not the obligation, worldwide and in perpetuity to use and to license others to use all or any portion of the audio, video, or photographic images that may arise out of or in connection with my participation of the Activities. I agree that Releasees will be the exclusive owner of all rights, including but not limited to the copyrights, in and to the audio and video recordings, photographic images, subsequent broadcasts thereof, and the results and proceeds of my participation hereunder (collectively referred to as the "Materials"). I agree that the Materials shall constitute a "work made for hire" pursuant to the United States Copyright Act. To the extent any of the Materials are not considered a "work made for hire," I hereby assign all rights in the Materials to Releasees. Such assignment shall be deemed irrevocable and coupled with an interest.

I understand that this is the entire Agreement between the undersigned and Releasees, and that it cannot be modified or changed in any way by the representations or statements of Releasees or any employee or agent of Releasees, or by the undersigned. I understand and agree that this Agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in a court in the County of Dallas, State of Texas. Any disputes will be subject to and determined under the laws of the State of Texas.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the Activities or use of the Facilities, I may be found by a court of law to have waived my right to maintain a lawsuit against Releasees on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Participant's Legal Name (please print): _____

Participant's Signature: _____ Date: _____

(If Participant is a minor*) Parent or Legal Guardian Name: _____

(If Participant is a minor*) Parent or Legal Guardian Signature: _____ Date: _____

*If Competitor is a minor, please complete the Affidavit of Parent or Legal Guardian (below).

AFFIDAVIT OF PARENT OR LEGAL GUARDIAN

I, the undersigned, declare that I am the parent of, or the legal guardian of, the below named minor, and have the capacity to execute documents on behalf of such minor. I understand that as a condition to participate in the Activities (as defined above) and use the Facilities (as defined above) the parent or legal guardian of the minor participant must sign certain legal documents, including but not limited to this Affidavit and Voluntary Acknowledgement of Risks, Release of Liability, and Indemnity Agreement. I am signing this document, freely, without any fraud or duress and acknowledge that I have read and understand the same. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Releasees** (as defined above), **from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child** during the Activities or in any way related to the Activities or use of the Facilities. This includes any claim of the minor and any claim arising from the negligence of the Releasees.

In the event that it is determined that I am not the parent or legal guardian of the minor, or did not have the legal capacity to execute the documents on behalf of said minor, then I agree to **DEFEND AND INDEMNIFY** the Releasees, if any litigation is instituted, as a result of any injury or death or claim for damage arising out of, relating to, or in any way connected with the minor's participation in the Activities or use of the Facilities. I understand that this indemnity provision is in addition to (and not in lieu of) any other indemnity provision found in this document.

Participant's Legal Name (please print): _____

Legal Guardian Name (please print): _____

Legal Guardian's Signature: _____ Date: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
			+					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,