

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

5D BARREL RACE • AUGUST 2-4, 2019 ENTRY APPLICATION

Enter by mail until July 19

Enter online until July 24 (no late fees)

County:	Name:
Phone:	Address:
Email:	City:
DOB:	State:Zip:

	Saturday				Sunday							
Horse's Registered Name 5D	4D Incentives age on 1/1/19		Pee	5D	4D Incentives age on 1/1/19		Pee					
	\$50	Youth \$25	Adult \$25	Senior \$25	Wee \$20		\$50	Youth \$25	Adult \$25	Senior \$25	Wee \$20	
Totals												

TOTAL SUMMARY				
Saturday Entries		\$		
Saturday Incentives		\$		
Sunday Entries			\$	
Sunday Incentives		\$		
Office Fee	\$20			
Late Fee: \$20.00 (onsite)	\$			
Stalls (\$25/night)	stalls for	nights	\$	
Shavings	bags	@ \$8 each	\$	
Overnight RV Hookups (\$50/night)	spots for	nights	\$	
	\$			

CHECKS PAYABLE TO: *T.C. Long Productions* Must complete SFT Liability Wavier to compete Must complete IRS W9 to receive winnings Cash or Credit Card only on-site



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

(If Participant is a minor*)	Parent or Legal Guardian Signature:	Date:	
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*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 N	ame (please	print):
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Legal Guardian's Signature:

Date:

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.			
	2 Business name/disregarded entity name, if different from above			
Print or type. Specific Instructions on page 3.	 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnersh Note: Check the appropriate box in the line above for the tax classification of the single-member own LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the ow another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its owner Other (see instructions) ► 5 Address (number, street, and apt, or suite no.) See instructions. 	Trust/estate	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.) and address (optional)	
See S	6 City, state, and ZIP code			
	7 List account number(s) here (optional)			
Par	Taxpayer Identification Number (TIN)			
oackuj esider entities 7N, la	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid p withholding. For individuals, this is generally your social security number (SSN). However, for nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i> ter.	a or	unty number	
	er To Give the Requester for guidelines on whose number to enter.			

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
- 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. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign	Signature of			
Here	U.S. person ►			

General Instructions

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

 Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Date >

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

THE STATE FAIR OF TEXAS® WILL NOT ISSUE ANY PREMIUM MONIES WITHOUT THE EXHIBITOR'S SIGNED, COMPLETED W9