

# DONKEY & MULE SHOW • SEPTEMBER 11-12, 2021 ENTRY APPLICATION

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

Return to:

**DEADLINE AUGUST 20, 2021** 

Owner Name:								
Rider(s) Name:							<del></del>	
City:St		State:	Zip: _	F	Phone:		*	
Animal Name:			R	Registration # (if a	pplicable) _			
	e Mini Mule							
	*Sei	parate an	plication requ	uired for each	animal.			
Olasa (a.a.) Eustania	_		,p.i.ou.i.or	<u> </u>				
Class(es) Entering	): (\$10/ciass)							
Rider Name		Class	Classes Entered (per rider)			Fees per Rider		
			-	Total Entry Fees	\$			
			SUMMAI	RY				
Total Entry Fees (from above)					\$			
,					¢ 25			
Mandatory Processing Fee, per exhibitor					\$ 25			
Mandatory NMDA Fee (\$2/head)					\$			
Stalls (\$25/night)			# stalls for	# nights	\$			
Shavings			# bags	x \$8 each	\$			
Overnight RV Hookups (\$50/night)			# spots for	# nights	\$			
			1	GRAND TOTAL	\$			
				CIVAID IOIAL	Ψ			

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: ppoe@bigtex.com • (214) 421-8810

# Release of Liability, Waiver of Claims, Assumption of Risk Warning and Indemnity Agreement

My signature below acknowledges that I and/or the minor/child 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 the State Fair of Texas ("SFT") and/or the City of Dallas, including Fair Park and all of the fairgrounds, buildings, barns, arenas, walkways, thoroughfares, common areas, parking lots and amenities (collectively referred to herein as the "Facilities"). In consideration for SFT 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 management for the Activities, SFT, City of Dallas, Fair Park First, Global Spectrum, L.P. d/b/a Spectra Venue Management, 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 respective partners, trustees, directors, officers, managers, members, elected and appointed officials, agents, attorneys, representatives, volunteers, 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 MENTAL INJURY, PARALYSIS, DEATH, ILLNESS OR DISEASE, 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; (vii) exposure or potential exposure to sickness, illness, harmful bacteria, viruses, including the virus known as COVID-19 or permutations thereof, or other infectious diseases; and/or (viii) first aid, emergency treatment or services rendered or failed to be rendered by Releasees, or their contractors, 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). SFT 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 judicial 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, co-participants, volunteers, SFT staff 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 SFT 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 media, social media, webcasts, recordings, digital 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 Participant is a minor, please complete the Affidavit of Parent or	Legal Guardian (below).
I, the undersigned, declare that I am the parent of, or the legal guard documents on behalf of such minor. I understand that as a condition (as defined above) the parent or legal guardian of the minor partic this Affidavit and Release of Liability, Waiver of Claims, Assumpt document, freely, without any fraud or duress and acknowledge th HOLD HARMLESS, INDEMNIFY AND DEFEND the Releasees (way from any injury, death, loss or harm that occurs to the minuse of the Facilities. This includes any claim of the minor and an that it is determined that I am not the parent or legal guardian of the on behalf of said minor, then I agree to DEFEND AND INDEMNIF injury or death or claim for damages arising out of, relating to	
Legal Guardian's Signature:	Date:



# **Request for Taxpayer Identification Number and Certification**

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

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

	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.	following seven boxes.  Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):		
pe.		Exempt payee code (if any)		
Print or type.	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that	Exemption from FATCA reporting code (if any)		
F iji	is disregarded from the owner should check the appropriate box for the tax classification of its owner.	(A-1)-4-1-10		
bed	Outer (see instructions) F	(Applies to accounts maintained outside the U.S.) and address (optional)		
See S	Viduress (number, street, and upt. of state no.) see institutions.	ia address (optional)		
Ō	6 City, state, and ZIP code			
	7 List account number(s) here (optional)			
Par	t I Taxpayer Identification Number (TIN)			
	your fire in appropriate box. The fire provided materials from and given on the avoid	curity number		
reside	p withholding. For individuals, this is generally your social security number (SSN). However, for a 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 a</i>	-  -		
TIN, la				
	in the decedant le in more than one harrie, eee the metractione for into 117 ties eee 177 at 74 and and	dentification number		
Numb	er To Give the Requester for guidelines on whose number to enter.			
Par	Certification			
Unde	penalties of perjury, I certify that:			
2. I ar Ser	number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issun not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been now vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) to onger subject to backup withholding; and	otified by the Internal Revenue		
3. I ar	n a U.S. citizen or other U.S. person (defined below); and			
1 The	EATCA code(a) entered on this form (if any) indicating that I am exempt from EATCA reporting in correct			

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,

other than	1 1 2/	utions to an individual retirement arrangement (IRA), and generally, payments, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person ▶	Date ►	

## **General Instructions**

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

### **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 taxpaver 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-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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,