

# STATE FAIR OF TEXAS EQUESTRIAN EVENTS

## 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 (collectively referred to as "I", "me", or "my") have voluntarily chosen to participate in the equestrian events, horse shows, horse riding and/or cow work demonstrations (collectively, the "Activities") and to use the property and 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, 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 OVG360, 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, licensees, sponsors, volunteers, servants and employees, past and present, and each of them (collectively, "Releasees") as follows:

I UNDERSTAND AND ACKNOWLEDGE that participating in the Activities and use of the Facilities entails known and unanticipated risks which could result in PHYSICAL OR MENTAL INJURY, PARALYSIS, DEATH, ILLNESS OR DISEASE, OR DAMAGE to me, my 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 benefits 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, employees or volunteers;** (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, spectators, SFT's staff or volunteers; (vi) accidents or incidents in the Facilities; (vii) acts, bodily injury, sickness, disease, injury or death caused by or attributable to equine or livestock animals; (viii) exposure or potential exposure to sickness, illness, harmful bacteria, viruses, or other infectious diseases; (ix) criminal acts, terrorism, riots or civil unrest; and/or (x) first aid, emergency or veterinarian treatment or services rendered or failed to be rendered by Releasees, or their contractors, agents, employees or volunteers. 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, illness, disease or disablement which would or could potentially affect my participation in the Activities or use of the Facilities, or harm any co-participants, SFT's staff, volunteers, patrons, spectators or others.

I UNDERSTAND AND ACKNOWLEDGE that I have been provided notice of the statutory limitation of liability for livestock activities, including equestrian events, 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 OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, 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 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 of action, which are related to, arise out of, or are in any way connected with 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, SFT staff, volunteers 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 in 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, 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. This agreement may be signed in counterparts, which together, shall constitute one and the same agreement. If this document is executed electronically in lieu of traditional means of contract execution, the parties agree that an electronic signature will be legally binding. An "electronic signature" is any electronic symbol or process attached to or logically associated with a document sent by electronic transmission and executed or adopted by a person with the intent to sign such document. "Electronic signature" includes (a) a unique password or unique identification assigned to a person by SFT; (b) a person's typed name attached to or part of an electronic transmission sent by or from a source authorized by such person; (c) a person's facsimile signature; and (d) any other form of electronic signature approved by SFT. Neither party will contest the enforceability of this agreement on the basis that it was executed electronically.

**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: \_\_\_\_\_

Participant's Email: \_\_\_\_\_

(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).*

#### **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/child, 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 Release of Liability, Waiver of Claims, Assumption of Risk Warning 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 COVENANT NOT TO SUE the Releasees** (as defined above), **from and against all liabilities and claims that arise in any way from any injury, illness, death, loss, damage 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 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 these 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 damages 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 Parent/Guardian Name (please print): \_\_\_\_\_

Legal Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Parent/Guardian Email: \_\_\_\_\_