



SAN ANTONIO LIVESTOCK EXPOSITION, INC.
RELEASE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT APPLIES TO PARTICIPATION IN OR ATTENDANCE AT ALL SAN ANTONIO LIVESTOCK EXPOSITION, INC. (“S.A.L.E.”) EVENTS, INCLUDING, WITHOUT LIMITATION THE FOLLOWING:

BARN OPERATIONS

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.

READ THIS AGREEMENT CAREFULLY. BY SIGNING IT, YOU AGREE THAT YOU UNDERSTAND AND ACCEPT ITS TERMS AND YOU GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR DAMAGES FOR INJURY, DEATH, OR PROPERTY DAMAGE.

1. In consideration for being permitted to participate in or attend one or more events, contests, exhibitions, performances, or activities sponsored, presented, or conducted by S.A.L.E., (each, a “S.A.L.E. Event”), and for other valuable consideration, receipt and sufficiency of which are admitted and acknowledged, the undersigned agrees to the terms and conditions of this Release and Indemnification Agreement.

2. The undersigned acknowledges that livestock show, horse show and rodeo events, including those involving animals, are dangerous and that participating in or attending a S.A.L.E. Event (whether as a competitor, participant, spectator, attendee, contestant, independent contractor, official, laborer, volunteer or observer) will expose the undersigned to risks of personal injury, death, and property damage. **The undersigned assumes and accepts all hazards and risks of personal injury, death, and property damage arising out of or relating to his/her participation in or attendance at any S.A.L.E. Event, whether or not caused by any of the Released Parties (defined below).**

3. THE UNDERSIGNED HEREBY INDEMNIFIES, RELEASES AND HOLDS HARMLESS S.A.L.E., BEXAR COUNTY, TEXAS, AND ITS COMMUNITY ARENAS BOARD, COMMUNITY ARENA MANAGEMENT, THE SAN ANTONIO SPURS, LLC, THE OWNERS AND OPERATORS OF ANY S.A.L.E. EVENT VENUE AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, OWNERS, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “RELEASED PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, FINES, PENALTIES, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) (ALL TOGETHER “CLAIMS”), INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE INCURRED BY OR ASSERTED AGAINST THE RELEASED PARTIES, OR ANY OF THEM, BASED ON, ARISING OUT OF, OR RELATING TO, THE UNDERSIGNED’S PARTICIPATION IN OR ATTENDANCE AT ANY S.A.L.E. EVENT, OR HIS OR HERS PARTICIPATION IN A FARM ANIMAL ACTIVITY AS DEFINED IN SECTION 87.001 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, INCLUDING BUT NOT LIMITED TO ANY CLAIMS BASED ON, ARISING OUT OF, OR RELATED TO THE ALLEGED OR ACTUAL NEGLIGENCE OF S.A.L.E. OR ANY OF THE OTHER RELEASED PARTIES. The foregoing release and indemnity provisions are intended to have the broadest possible legal effect and to release and indemnify the Released Parties against all Claims of every sort, known or unknown, foreseeable or unforeseeable, future or contingent.

4. The undersigned **COVENANTS NOT TO SUE** any of the Released Parties for or based on any claim or other matter that is released in this Release and Indemnification Agreement, and agrees not to bring, prosecute or participate in the prosecution of any suit or action based on or for any such claim or other matter.

5. This Indemnity and Release Agreement is governed by and construed in accordance with the laws of the State of Texas. Venue for any legal proceeding between the undersigned and S.A.L.E. or any Released Party shall be solely and exclusively in Bexar County, Texas. This Release and Indemnification Agreement is binding upon the undersigned and his/her heirs, executors, administrators and legal representatives.

6. The undersigned agrees that he/she may be depicted in photographs or video recordings of any S.A.L.E. Event, consents to the use of such depictions in advertising, news reporting, public relations, and other public displays, and releases and waives all claims for compensation and any rights of review and approval, copyright, and right of publicity with respect thereto.

PLEASE PROVIDE **ALL** OF THE INFORMATION REQUESTED BELOW,
THEN SIGN AND DATE IN THE APPROPRIATE BOX BEFORE A NOTARY.

Participant printed name

Participant date of birth (MM/DD/YYYY)

Participant mailing address (address, city, state, zip)

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Participant telephone (including area code)

Participant e-mail (optional)

IF PARTICIPANT IS 18 YEARS OR OLDER, SIGN AND DATE BELOW **BEFORE A NOTARY PUBLIC**.
IF PARTICIPANT IS A MINOR (UNDER 18), SKIP TO NEXT SECTION BELOW.

Participant signature

Date (MM/DD/YYYY)

IF PARTICIPANT IS A MINOR CHILD (UNDER THE AGE OF 18) A PARENT OR LEGAL GUARDIAN OF THE MINOR CHILD MUST COMPLETE, SIGN AND DATE **BEFORE A NOTARY PUBLIC**.

The undersigned parent or legal guardian hereby represents and warrants that he/she is the parent or legal guardian of the minor child who is named in the foregoing Release and Indemnification Agreement and below, that he/she has legal power, authority, capacity and right, without limitation, to authorize such minor's child's participation or attendance at events described above execute and deliver this Release and Indemnification Agreement on their own behalf and that he/she has read, understands and agrees to all terms of this document.

The undersigned requests that his/her minor child be allowed, and authorizes the minor child, to participate in or attend the S.A.L.E. Event identified in this Release and Indemnification Agreement, which may include the child's participation in or attendance at a farm animal activity as defined in Section 87.001 of the Texas Civil Practice and Remedies Code. **The undersigned understands and is aware that the minor child's participation in or attendance at the S.A.L.E. Event presents a RISK OF PERSONAL INJURY OR DEATH TO THE MINOR CHILD, that arena conditions change and may be or become hazardous, animals are dangerous and unpredictable, and there is INHERENT DANGER in the S.A.L.E. Event.** Having observed similar events, the undersigned appreciates and understands that the arena surface, access ways or lack thereof, lighting or lack thereof, and weather conditions may pose a danger to the minor child. The undersigned further understands that other contestants and participants pose a danger to the minor child. With all of that knowledge, the undersigned agrees to INDEMNIFY, RELEASES, AND HOLDS HARMLESS THE RELEASED PARTIES (AS DEFINED ABOVE) FROM AND AGAINST ANY AND ALL CLAIMS (AS DEFINED ABOVE), INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE INCURRED BY OR ASSERTED AGAINST THE RELEASED PARTIES, OR ANY OF THEM, BASED ON, ARISING OUT OF, OR RELATING TO THE UNDERSIGNED'S MINOR CHILD'S PARTICIPATION IN OR ATTENDANCE AT ANY S.A.L.E. EVENT, OR SUCH MINOR CHILD'S PARTICIPATION IN A FARM ANIMAL ACTIVITY AS DEFINED IN SECTION 87.001 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, INCLUDING BUT NOT LIMITED TO ANY CLAIMS BASED ON, ARISING OUT OF, OR RELATING TO THE ALLEGED OR ACTUAL NEGLIGENCE OF S.A.L.E. OR ANY OF THE OTHER RELEASED PARTIES.

Without limiting the foregoing, the undersigned agrees that the terms and conditions of this Release and Indemnification Agreement apply to and are binding upon him or her, to the fullest extent permitted by law.

Parent/legal guardian signature

Date (MM/DD/YYYY)

Parent/legal guardian printed name

Printed name of minor child

ACKNOWLEDGEMENT

On this ____ day of _____ 20____, before me, personally appeared _____, to me known to be the person who executed the foregoing Release and Indemnification Agreement and acknowledged that he/she signed same as his/her free act and deed.

Notary Public, State of Texas