

ONLY sign in the presence of a Notary

HUBBARD COWBOY CHURCH (HCC)

www.hubbardcowboychurch.org

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RELEASE AND INDEMNIFICATION AGREEMENT

Effective until 12/31/2015

THIS AGREEMENT APPLIES TO PARTICIPATION IN OR ATTENDANCE AT ALL HCC EVENTS, INCLUDING WITHOUT LIMITATION THE FOLLOWING EVENTS:

Mutton Bustin Steers Bulls Bucking Horses
Rodeo Wranglers Roping Play days Horse Activities

ALL ACTIVITIES AVAILABLE

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESTOCK SHOW, HORSE SHOW OR RODEO SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW, HORSE SHOW OR RODEO RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW, HORSE SHOW AND RODEO ACTIVITIES.

| NAME | | DOB | AGE | Any Time | Only W/ Parent | Known Allergies / Helpful Medical History |
|------|--------|-----|-----|----------|----------------|---|
| | Self | | | | | |
| | Spouse | | | | | |
| | Child | | | | | |
| | Child | | | | | |
| | Child | | | | | |
| | Child | | | | | |
| | Child | | | | | |

Address: _____
Street

_____ City _____ State _____ Zip

Phone: _____ Spouse Phone: _____

Notify in case of emergency: _____

Relationship to member(s): _____ Phone _____ :

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 HCC on the grounds of the Hubbard Arena or elsewhere (each, a "HCC. Event"), and for other valuable consideration, receipt of which is 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 HCC Event (whether as a competitor, 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 or her participation in or attendance at any HCC Event, whether or not caused by any of the Released Parties (as defined below).

3. THE UNDERSIGNED HEREBY RELEASES AND DISCHARGES HCC, DAWSON SADDLE CLUB, HUBBARD RODEO ASSOCIATION, OR THE OWNERS AND OPERATORS OF ANY VENUE FOR A HCC EVENT, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS (ALL, TOGETHER, THE "RELEASED PARTIES") FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEMANDS, SUITS, AND CAUSES OF ACTION BASED ON, ARISING OUT OF, OR RELATING TO THE UNDERSIGNED'S PARTICIPATION IN OR ATTENDANCE AT ANY HCC EVENT OR ANY ACT OR OMISSION BY OR INVOLVING HCC OR ANY OF THE OTHER RELEASED PARTIES, INCLUDING ALL SUCH CLAIMS BASED ON, RELATING TO, OR ARISING OUT OF THE NEGLIGENT OR GROSSLY NEGLIGENT ACT OR OMISSION OF HCC OR ANY OF THE OTHER RELEASED PARTIES.

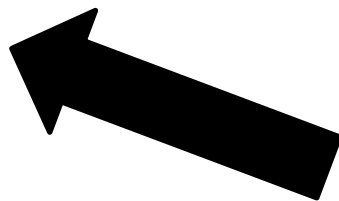
4. THE UNDERSIGNED HEREBY INDEMNIFIES THE RELEASED PARTIES AGAINST, AND HOLDS THEM HARMLESS FROM, ANY LOSS, DAMAGE, LIABILITY, COST, OR EXPENSE RELATING TO OR ARISING FROM ANY CLAIM, SUIT, DEMAND, OR CAUSE OF ACTION BROUGHT OR ASSERTED BY OR ON BEHALF OF THE UNDERSIGNED, OR ANY OTHER PERSON OR ENTITY, BASED ON, ARISING FROM, OR RELATING TO THE UNDERSIGNED'S PARTICIPATION IN ANY HCC. EVENT, INCLUDING ALL SUCH CLAIMS FOR OR BASED ON ANY NEGLIGENT OR GROSSLY NEGLIGENT ACT OR OMISSION OF HCC OR ANY OF THE OTHER RELEASED PARTIES.

5. The foregoing release and indemnification provisions are intended to have the broadest possible legal effect and to release and indemnify the Released Parties against all claims, liabilities, damages, demands, suits, and causes of action of every sort, known or unknown, foreseeable or unforeseeable, and future and contingent.

6. The undersigned **COVENANTS NOT TO SUE** any person or entity, including but not limited to HCC. and the other 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.

7. Venue of any suit between the undersigned and HCC shall solely and exclusively be in Navarro and Hill County, Texas. This agreement is and shall be binding upon the undersigned and his or her heirs, estate, legal representatives, successors, and assigns.

8. The undersigned agrees that participants listed on page 1 may be depicted in photographs or video recordings of any HCC 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. _____



IF PARTICIPANT IS 18 OR OLDER, COMPLETE ARTICLE 9. IF PARTICIPANT IS A MINOR, PLEASE FILL IN ARTICLE 10.

9. On this _____ day of _____, 20____, before me, personally appeared _____ to me known to be the persons who executed the foregoing Release and acknowledged that they signed same as their free act and deed.

PARTICIPANT(S) SIGNATURE

DATE OF SIGNATURE

_____/_____/_____
_____/_____/_____

NOTARY PUBLIC SIGNATURE

Seal

10. THE PORTION OF THIS FORM BELOW MUST BE COMPLETED BY A PARENT OR LEGAL GUARDIAN FOR ALL PARTICIPANTS AND CONTESTANTS UNDER THE AGE OF EIGHTEEN.

The UNDERSIGNED PARENT OR LEGAL GUARDIAN hereby represents and warrants that he or she is the parent or legal guardian of the MINOR CHILD(REN) who is named in the foregoing Release And Indemnification Agreement and below, that he or she has legal power, authority, capacity, and right, without limitation, to execute and deliver this Release And Indemnification Agreement on behalf of the undersigned and such minor child(ren) and that he or she has read, understands, and agrees to all terms of this document and the Release And Indemnification Agreement.

The undersigned requests that his or her minor child(ren) be allowed to participate in or attend the HCC Event identified in this Release And Indemnification Agreement. **The undersigned knows that the minor child(ren)'s participation in or attendance at the HCC Event presents a RISK OF PERSONAL INJURY OR DEATH TO THE MINOR(s), that arena conditions change and may be or become hazardous, animals are dangerous and unpredictable, and there is INHERENT DANGER in the HCC Event.** Having observed similar events, we appreciate and voluntarily assume that danger. We further understand that the arena surface, access ways or lack thereof, lighting or lack thereof, and weather conditions may pose a danger to the minor. We further understand that other contestants and participants pose a danger to the minor. With all that knowledge, the undersigned ASSUMES AND ACCEPTS, for the undersigned and the minor child(ren), ALL RISKS relating to or arising from the minor child(ren)'s participation in the HCC Event. Without limiting the foregoing, the undersigned agrees that paragraphs "3" and "4" of the Release And Indemnification Agreement apply to and are binding upon both the undersigned and the minor child(ren) named herein and that the term "undersigned" as used in those paragraphs includes both the parent or legal guardian named below and that minor child(ren), both or all of whose claims are released by this agreement.

PARENT/LEGAL GUARDIAN SIGNATURE **PARENT/LEGAL GUARDIAN PRINTED NAME** **DATE OF SIGNATURE**

NAME OF CHILD(REN)

On this ____ day of _____, before me, personally appeared _____, to me known to be the persons who executed the foregoing Release and acknowledged that they signed same as their free act and deed.

NOTARY PUBLIC SIGNATURE

_____/_____/20____

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