

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

As valid consideration for entry into and participation in the Texas Junior Hereford State Show the undersigned hereby enter into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement").

ACKNOWLEDGMENT OF RISKS: The undersigned recognize and understand there are risks associated with entry into and participation in the Activities including, but not limited to, bodily injury or death, and damage to property or privacy rights. The undersigned further acknowledge that they will be liable for all damage to persons, livestock, or property that is caused by them or any persons (including, but not limited to, minors) under their care and control, and that arise out of, or are related to, the undersigned's entry into and participation in the Activities. **UNDER CHAPTER 87, TEXAS 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. 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.**

RELEASE FROM LIABILITY: The undersigned hereby RELEASE, ACQUIT AND FOREVER DISCHARGE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Texas Junior Hereford Association, Texas Junior Polled Hereford Association, Texas Hereford Association, and Texas Polled Hereford Association, their present and former directors, officers, employees, agents, and representatives and the respective heirs, administrators, executors, successors and assigns and any other person, firm or corporation from any and all claims, causes of action, suits and/or demands for personal injury, death or property damage, accrued or to accrue in the future, known or unknown, (collectively, "Claims") relating to or arising out of any negligent, grossly negligent and/or intentional or unintentional acts on the part of the undersigned in connection with entry into and participation in the Activities. Without limiting the foregoing, the undersigned agree that the TJHA/TJPHA Parties shall not be liable to them, their family, heirs, administrators, executors or assigns for Claims arising from or related to the undersigned Contestant's entry into and participation in the Activities.

AGREEMENT TO INDEMNIFY AND HOLD HARMLESS: THE UNDERSIGNED AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE TJHA/TJPHA PARTIES AGAINST THE CONSEQUENCES OF THE TJHA/TJPHA PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS; provided, however, that the duty of the undersigned to defend, indemnify and hold harmless the TJHA/TJPHA Parties shall extend only to Claims arising directly or indirectly from the undersigned Contestant's entry into and participation in the Activities. As used herein, **"INDEMNIFY" means to agree to assume the TJHA/TJPHA Parties' liability in a situation, thereby relieving them of responsibility and/or reimbursing the TJHA/TJPHA Parties for Claims asserted against them.**

As further inducement to TJHA/TJPHA to permit the undersigned's entry into and participation in the activities, the undersigned represents that he/she thoroughly and completely understands that this is a complete and final release and indemnity agreement, that he/she is freely and voluntarily entering into this agreement, and that no representations, promises, or statements made by the TJHA/TJPHA parties, or any agent, attorney, or other representative of a TJHA/TJPHA party as influenced the undersigned in causing him/her to sign this agreement. The undersigned understands that this agreement shall be binding on his/her heirs, executors, successors and assigns, that the agreement will be governed by the laws of Texas, If any part of this agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of this agreement. The undersigned agrees to the terms and conditions above, and acknowledges receipt of this agreement.

Exhibitor: _____ Date: _____

Parent/Guardian: _____

Printed Name: _____

Relationship to Exhibitor: _____