

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (all participants and guardians of all minors must sign)

In consideration for being allowed entry into and participation in activities with the Curing Childrens' Cancer Fund and Supreme Cowgirl Competition (the "Activity"), I individually and for my successors and assigns, and/or as parent or guardian of minor entrants and wards, (collectively "we") hereby enter into this RELEASE OF LIABILITY AGREEMENT (this "Agreement") with the Curing Childrens' Cancer Fund and Supreme Cowgirl Competition (collectively, "CCCF" "SCC" or "Released Parties"), as of the date set forth below.

1. ACKNOWLEDGMENT OF RISKS: We understand there are risks associated with entry into or participation in the Activities including, but not limited to, bodily injury or death, and damage to property or privacy rights. We further acknowledge that we will be liable for all damage to persons, livestock, or property caused by us or any person (including minors) under our care and control, which arise from our entry into and participation in the Activities. We acknowledge that we have determined that we are reasonably fit and able to safely participate in the Activities, have had the opportunity to consult with medical care providers to assist us with that determination, and that CCCF and SCC are not responsible for making such determination, and have not been provided with information from which to make such a determination. We are not relying on any information or representation from or by CCCF or SCC for making this determination.

2. RELEASE FROM LIABILITY: We, individually and for our heirs, successors, assigns, all guardians of minor entrants, and wards, hereby RELEASE, ACQUIT, AND FOREVER DISCHARGE and WAIVE any and all Claims against the Released Parties that arise from or relate to our entry and participation in the Activities. We agree that the Released Parties shall not be liable to us, our family, or our guests or invitees, for personal injury, property damage, intellectual property, privacy or any other Claims arising from or related to the Activities, even if such claims arise directly or indirectly out of the negligence, strict liability, fault, breach of contract, warranty, of any other alleged duty on the part of the Released Parties, and we agree not to sue any of the Released Parties. We understand that CCCF and SCC are charitable organizations, and/or equine activity or livestock show participants, professionals, and sponsors, who volunteer for the benefit of the community, and are immune from certain liabilities pursuant to Texas Civil Practice and Remedies Code ("CPRC") Chapters 84 and 87. UNDER TEXAS LAW (CHAPTER 87, CPRC), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. UNDER TEXAS LAW (CHAPTER 87, CPRC), 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.

3. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS: We agree to INDEMNIFY and HOLD HARMLESS the Released Parties against any and all Claims arising from or related to the Activities—including, but not limited to all costs, expenses, liabilities, damages, demands, (including attorneys' fees) ("Claims"), regardless of whether the Claims are found or alleged to arise in whole or in part from any NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENCE PER SE, or STRICT LIABILITY, of CCCF and SCC, or their present and former officers, directors, members, volunteers, affiliates, employees, agents and any other person, firm, or corporation bound to defend or pay judgments against them (together the "Released Parties"); This indemnity includes without limitation Claims for (i) personal injury, death, intellectual property or privacy rights, or property damage; (ii) Deceptive Trade Practices ("DTPA"); (iii) acts of third parties; and/or (iv) any other hazards associated with the Activities, including, but not limited to, the general conditions at the Activities, animals both wild and domestic that may be diseased and/or potentially dangerous, persons with weapons both on and off the premises used in connection with the Activities, and travelling in any vehicle. We further agree to INDEMNIFY the Released Parties for all Claims for injuries to minors under their care and control and/or his or her parent/guardian, and for any Claims asserted by, through or under the undersigned, arising from the Activities.

4. PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY: We GRANT PERMISSION to be PHOTOGRAPHED and/or INTERVIEWED in connection with the Activities. We understand that photographs or interviews may be used by Released Parties or television, film, video, visual, or printed media. We agree to RELEASE and INDEMNIFY Released Parties for any Claims related to photographs or interviews by the Released Parties or any media.

5. TEXAS LAW: We understand that this Agreement is governed by the laws of Texas, and that jurisdiction and venue for any disputes lie in a State Court in Harris County, 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. This Agreement controls notwithstanding any conflicting terms or conditions of any other agreement between the parties. We agree that CCCF or SCC may require that all claims or disputes arising from this Agreement be decided by binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the Federal Arbitration Act, 9 U.S.C., 1, et seq. in accordance with the Commercial Arbitration Rules of the AAA that are in effect at the time the demand for arbitration is filed. The decision of the arbitrator(s), which shall state findings of fact and conclusions of law, shall be final, conclusive and binding on the parties and judgment may be entered thereon in the District Court of Harris County, Texas, to enforce the decision.

6. COMPREHENSION AND AUTHORITY: We, participant and parent/guardian, certify that we understand and will abide by all rules and regulations of the Curing Childrens' Cancer Fund and Supreme Cowgirl Competition, and understand that this is a complete and final release and indemnity agreement, that we are voluntarily entering into this Agreement, and that no representations, promises or statements made by any Released Party, or any agent, attorney or other representative of any Released Party has influenced us in causing us to sign this Agreement. We have read and understand this Agreement, agree to its terms and conditions, and acknowledge receipt of this Agreement.

Signature – Participant _____ Date _____ Name Printed _____

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE OR LACKING LEGAL CAPACITY
(UNDER AGE 18 AT DATE THIS AGREEMENT IS SIGNED)**

If the person on whose behalf this Agreement is being executed is a minor or lacks legal capacity, a parent or legal guardian must also execute this Agreement. By signing below, the parent or guardian represents and warrants that they have full authority to execute this Agreement as guardian on behalf of the minor or ward participant.

Signature—Parent/Guardian _____ Date _____ Name Printed _____

RELATIONSHIP TO MINOR OR WARD:

EMERGENCY CONTACT _____

TELEPHONE NUMBER _____