

**RELEASE OF LIABILITY, INDEMNITY, AND  
BACKGROUND CHECK AUTHORIZATION AGREEMENT**

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in activities (the “Activities”) associated with RODEO AUSTIN, and to the fullest extent permitted by law, the undersigned, on behalf of the “Participant” named below and on behalf of his/her family, heirs, administrators, executors and assigns (“Participant”), hereby enters into this RELEASE OF LIABILITY, INDEMNITY, AND BACKGROUND CHECK AUTHORIZATION AGREEMENT (this “Agreement”) as of the date set forth below.

**1. ACKNOWLEDGMENT OF RISKS:** The undersigned recognizes and understands that there are risks associated with their participation in the Activities including, but not limited to, bodily injury or death to persons and damage to property. The undersigned further acknowledges on behalf of Participant that Participant is voluntarily participating in the Activities and that Participant is participating with full knowledge of the inherent risk, hazards and dangers involved. As such, the undersigned, on behalf of the Participant, hereby assumes and accepts any and all risks of injury or death associated with entering in and participating in the Activities. The undersigned further acknowledges and understands that they will be held liable and responsible for any and all damage to persons, livestock, vehicles, property and/or improvements to property that is caused by them and/or any persons (including, but not limited to, minors) under their care and control, and that arise out of, or are related to, the Participant’s entry into and participation in the Activities.

**2. APPLICABILITY AND SCOPE OF RELEASES AND INDEMNITIES:** For purposes of this Agreement, “Claims” shall mean any past, present and future claims, losses, costs, expenses, liabilities, demands, or causes of action, and costs of defense or settlement (including, without limitation, attorneys’ fees and court costs). For purposes of this Agreement, the term “Released Parties” shall mean RODEO AUSTIN, the City of Austin, Texas, Travis County, Texas, Southwest Stallion Station and their respective present and former officers, directors, members, council members, commissioners, subsidiaries, affiliates, employees, staff, volunteers, agents and any other person, firm, corporation or entity bound to defend or pay judgments against them. The releases, waivers and indemnities contained in this Agreement expressly shall apply regardless of whether the Claims to be released, waived or indemnified against arise, or are alleged to arise, from (i) **NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER SE, and/or STRICT LIABILITY OF THE RELEASED PARTIES;** (ii) personal injury, death or property damage; (iii) acts under the Texas Deceptive Trade Practices Act (“DTPA”); (iv) acts of any other persons or guests; (v) theft, burglary, assault, or other crimes; (vi) fire, water, wind, rain and/or smoke and/or (vii) any other risks and hazards associated with the Participant’s entry into and participation in 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 firearms both on and off the premises used in connection with the Activities, and the driving or riding in any vehicles, whether belonging to Released Parties or to other persons.

**3. RELEASE FROM LIABILITY:** THE UNDERSIGNED, ON BEHALF OF PARTICIPANT, HEREBY RELEASES, ACQUITS AND FOREVER DISCHARGES, AND WAIVES ANY AND ALL CLAIMS AGAINST ANY OF THE RELEASED PARTIES THAT ARISE FROM OR RELATE TO THE PARTICIPANT’S ENTRY AND PARTICIPATION IN THE ACTIVITIES—**INCLUDING, BUT NOT LIMITED TO, THE TYPES OF CLAIMS ENUMERATED IN PARAGRAPH 2, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER SE, AND/OR STRICT LIABILITY OF THE RELEASED PARTIES**—AND AGREE NOT TO SUE ANY OF THE RELEASED PARTIES FOR SUCH CLAIMS. WITHOUT LIMITING THE FOREGOING, THE UNDERSIGNED, ON BEHALF OF PARTICIPANT, AGREES THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO THEM, THEIR FAMILY, AGENTS, EMPLOYEES, OR GUESTS, FOR PERSONAL INJURY, PROPERTY DAMAGE, OR ANY OTHER CLAIMS ARISING FROM OR RELATED TO THE PARTICIPANT’S ENTRY INTO AND PARTICIPATION IN THE ACTIVITIES.

**4. AGREEMENT TO DEFEND, INDEMNIFY AND HOLD HARMLESS:** THE UNDERSIGNED, ON BEHALF OF PARTICIPANT, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THE PARTICIPANT’S ENTRY AND PARTICIPATION IN THE ACTIVITIES—**INCLUDING, BUT NOT LIMITED TO, THE TYPES OF CLAIMS ENUMERATED IN PARAGRAPH 2, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER SE, AND/OR STRICT LIABILITY OF THE RELEASED PARTIES**. IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ANY CLAIMS FOR INJURIES TO ANY 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 OR RELATED TO THE UNDERSIGNED’S ENTRY INTO AND PARTICIPATION IN THE ACTIVITIES—**INCLUDING, BUT NOT LIMITED TO, THE TYPES OF CLAIMS ENUMERATED IN PARAGRAPH 2**. As used herein, “INDEMNIFY” means to agree to assume the Released Parties’ liability in a situation, thereby relieving them of responsibility, and/or reimbursing the Released Party for Claims asserted against them.

**5. PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT:** The undersigned, on behalf of Participant, GRANTS PERMISSION to be PHOTOGRAPHED, VIDEOED or INTERVIEWED in connection with the Activities. The undersigned, on behalf of Participant, understands that any such photograph, video or interview may be used by the Released Parties or television, film, video, visual, graphic or printed media. The undersigned, on behalf of Participant, agrees to RELEASE and INDEMNIFY the Released Parties with respect to any Claims related to the usage of such photographs, video or interviews by the Released Parties or any media—**including, but not limited to, the types of Claims enumerated in Paragraph 2**.

**6. CRIMINAL HISTORY AND BACKGROUND CHECK AUTHORIZATION:** In furtherance of RODEO AUSTIN's commitment to protecting the security, safety, and health of its patrons, invitees, participants, vendors, contractors, employees, staff and volunteers, and maintaining a wholesome and safe family atmosphere for its events, RODEO AUSTIN has adopted a policy requiring members and volunteers to authorize RODEO AUSTIN to perform criminal history and background checks in accordance with the RODEO AUSTIN Criminal Background Check Policy. As further inducement to RODEO AUSTIN to permit the Participant's entry into and participation in the Activities, the undersigned certifies that Participant has never been convicted or received deferred adjudication of: (1) any crime involving the sexual abuse of children; (2) any crime against a minor; (3) any felony relating to violence, assaultive conduct, or sexual offense; (4) any other felony (other than sex or violence related) within the past ten years; or (5) any offense relating to the operation of an amusement ride. If Participant has been convicted or adjudicated of any such crime, Participant may disclose such information to the Chief Executive Officer of RODEO AUSTIN and seek an exemption to allow the Participant to volunteer for the Activities on the RODEO AUSTIN Grounds as authorized by the RODEO AUSTIN Criminal Background Check Policy. The undersigned, on behalf of Participant, further authorizes RODEO AUSTIN to perform criminal history and background checks on Participant to verify the representations made above and continued compliance with the RODEO AUSTIN Criminal Background Check Policy. The undersigned, on behalf of Participant, further authorizes RODEO AUSTIN to review any sex offender registries under Participant's name. The undersigned, on behalf of Participant, agrees to provide all other necessary authorizations for RODEO AUSTIN representatives to secure and review the results of such criminal history and background checks. The undersigned, on behalf of Participant, agrees that if Participant is charged with such a crime, that the undersigned will immediately self-disclose, advise and notify RODEO AUSTIN.

**7. CONFIDENTIALITY:** Participant acknowledges that during his/her participation in the Activities that Participant may have access to, receive or become acquainted with certain non-public and confidential information, including but not limited to various trade secrets, inventions, innovations, processes, information, records, membership lists, donor lists, contracts, and specifications owned or licensed by RODEO AUSTIN and/or used by RODEO AUSTIN in connection with the Activities and the operation of RODEO AUSTIN. All such non-public and confidential information is hereinafter called the "Confidential Information" and shall remain the property of RODEO AUSTIN at all times. Participant will keep RODEO AUSTIN's Confidential Information confidential from all third parties. Participant shall not disclose any of the aforesaid Confidential Information, directly or indirectly, or use any of it in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course and scope of Participant's participation in the Activities. Participant acknowledges that the Confidential Information is unique and valuable, and that breach of the obligations of this Agreement regarding such Confidential Information will result in irreparable injury to RODEO AUSTIN for which monetary damages alone would not be an adequate remedy. Therefore, Participant agrees that in the event of a breach or threatened breach of such provisions, RODEO AUSTIN shall be entitled to injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. All Confidential Information shall be and remain the property of RODEO AUSTIN, and Participant

shall return all of such Confidential Information to RODEO AUSTIN upon the earlier of the termination of this Agreement or Participant's termination as a member/volunteer of RODEO AUSTIN.

**8. RODEO AUSTIN RULES, REGULATIONS AND POLICIES:** The undersigned, on behalf of Participant, acknowledges that he/she has reviewed and understand the Volunteer Membership Application, this Agreement, and the rules, regulations and policies of the RODEO AUSTIN including the General Membership Policies and the Volunteer Handbook, as they now exist and are available on the RODEO AUSTIN website at [www.RodeoAustin.com/p/Get-Involved/volunteer](http://www.RodeoAustin.com/p/Get-Involved/volunteer) (collectively, the "Rules, Regulations and Policies"). The undersigned, on behalf of Participant, agrees to follow all of such Rules, Regulations and Policies of RODEO AUSTIN and if at any time Participant is found to be in violation of any of such Rules, Regulations and Policies, this Agreement will terminate and the Participant will be required to leave the RODEO AUSTIN Grounds immediately. The undersigned, on behalf of Participant, agrees to RELEASE and INDEMNIFY the Released Parties with respect to any Claims related to any such violations of the Rules, Regulations and Policies of RODEO AUSTIN—**including, but not limited to, the types of Claims enumerated in Paragraph 2.**

**9. COMPLETE AND FINAL RELEASE AND INDEMNITY AGREEMENT:** As further inducement to RODEO AUSTIN to permit the Participant's entry into and participation in the Activities, the undersigned represents that they thoroughly and completely understand that this is a **COMPLETE AND FINAL RELEASE AND INDEMNITY AGREEMENT**, that they are freely and voluntarily entering into this Agreement, and that no representations, promises or statements made by any of the Released Parties, or any agent, attorney or other representative of any of the Released Parties has influenced the undersigned in causing them to sign this Agreement.

**10. MISCELLANEOUS PROVISIONS:** The undersigned, on behalf of Participant, understands and agrees that this Agreement shall be binding on their heirs, executors, successors and assigns; that this Agreement will be governed by the laws of Texas; and that jurisdiction and venue for resolution of any dispute regarding this Agreement shall lie in the State District Courts in Travis County, Texas. If any part of this Agreement is determined to be invalid or unenforceable, such invalid or unenforceable provision shall not affect the validity or enforceability of the remainder of this Agreement. The undersigned agrees to the terms and conditions above, and acknowledges receipt of this Agreement.

**11. DISCLAIMERS:**

**WARNING**

**UNDER TEXAS LAW (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 RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.**

**WARNING**

**UNDER TEXAS LAW (CHAPTER 87, TEXAS 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.**

**12. AGE REQUIREMENT PROVISIONS [CHECK APPLICABLE BOX]:**

**ACCEPTANCE OF RODEO AUSTIN RULES, REGULATIONS & POLICIES**

“The undersigned Member Applicant acknowledges that he/she has reviewed and understands this Volunteer Membership Application, the Release of Liability, Indemnity, and Background Check Authorization Agreement, and the rules, regulations and policies of RODEO AUSTIN including the General Membership Policies and the Volunteer Handbook, as they now exist and are available on the RODEO AUSTIN website at [www.RodeoAustin.com/p/Get-Involved/volunteer](http://www.RodeoAustin.com/p/Get-Involved/volunteer) (collectively, the “Rules, Regulations and Policies”). If accepted as a Member of RODEO AUSTIN, I agree to abide by all of such Rules, Regulations and Policies of RODEO AUSTIN. If at any time I should violate any of such Rules, Regulations and Policies, I agree that RODEO AUSTIN may terminate my membership and I will be required to leave the RODEO AUSTIN Grounds immediately. I do further agree to RELEASE, INDEMNIFY, and HOLD RODEO AUSTIN HARMLESS against any claims that are made against RODEO AUSTIN arising out of or related to any such violations of the Rules, Regulations and Policies by me. The undersigned agrees to the terms and conditions set forth in this document.”

The Participant further certifies that he/she is 21 years of age or older.

If Participant is a minor, such Participant’s undersigned Parent/Guardian hereby executes this Agreement and represents and warrants that he/she is the Parent/Legal Guardian of the Participant, and that he/she has the full power, authority, capacity and right, without limitation, to enter into, execute, deliver and perform this Release of Liability/Indemnity Agreement. The term “Participant” as used in this Agreement shall include such Parent/Legal Guardian of the Participant who executes this Agreement.

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Company

\_\_\_\_\_  
Name Printed of Participant

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature

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Signature of Parent/Guardian if Participant is a Minor