

WAIVER OF LIABILITY

(FOR PARTICIPANTS UNDER 18 YEARS OF AGE)

In consideration, the receipt and sufficiency of which is hereby acknowledged, for _____ (“MINOR PARTICIPANT”) being allowed the privilege of participating in Rodeo Austin’s Mutton Bustin’ (herein the “Event”) on the grounds of the Travis County Exposition Center located at 7311 Decker Lane, Austin, Travis County, Texas (herein the “Premises”), which Premises are owned/operated/leased by the City of Austin and Travis County, Texas (herein collectively called “Owners”), I hereby acknowledge and agree as follows:

I hereby represent and warrant that I am the PARENT/LEGAL GUARDIAN of the MINOR PARTICIPANT named above, and that I have the full power, authority, capacity and right, without limitation, to enter into, execute, deliver and perform this WAIVER OF LIABILITY (“Agreement”).

I acknowledge that (a) I had read this Waiver of Liability fully and understand its contents; (b) MINOR PARTICIPANT has adequately trained to participate in the Event and acknowledge that MINOR PARTICIPANT is physically able to participate in the Event; (c) I am aware of the risks associated with the type of physical exercise required to participate in the Event and understand that the protective gear provided is required and (d) the route and race course for is cross-county, rough, uneven and unimproved. I expressly acknowledge that the MINOR PARTICIPANT’S participation in the Event will expose the MINOR PARTICIPANT (him or her) to such hazards. I hereby represent that I am very aware of the skills and abilities of the MINOR PARTICIPANT and represent that the MINOR PARTICIPANT has the physical and mental ability to engage safely in the Event. **I further acknowledge on behalf of the MINOR PARTICIPANT that MINOR PARTICIPANT is voluntarily participating in the Event and that the undersigned and MINOR PARTICIPANT are participating with full knowledge of the inherent risk, hazards and dangers involved. As such, I hereby assume and accept, individually and on behalf of MINOR PARTICIPANT, our heirs, successors, executors, administrators and personal representatives, any and all risks of injury or death associated with MINOR PARTICIPANT participating in the event and being on the Premises prior to, during and after the Event.** The undersigned acknowledges that Rodeo Austin is relying upon the representations and acknowledgements made herein by the undersigned in allowing the MINOR PARTICIPANT to participate in the Event. The undersigned further acknowledges that Rodeo Austin WOULD NOT allow MINOR PARTICIPANT to participate in the Event if the representations and acknowledgements made herein were not made.

I further acknowledge on behalf of the MINOR PARTICIPANT that I understand that all posted instruction must be followed while visiting Rodeo Austin. An inherent risk of exposure to naturally occurring diseases, including but not limited to the novel Coronavirus or COVID-19, (collectively, the “Naturally Occurring Diseases”) exists in any public place where people are present. Naturally occurring diseases are extremely contagious and can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and guests with underlying medical conditions are especially vulnerable. By attending premises, holder, on his/her own behalf and behalf of minor(s), knowingly and voluntarily assume the risk of exposure to naturally occurring diseases and possible infection and is deemed to have given a full release of liability to the released parties to the fullest extent permitted by law.

BEING POSSESSED OF ALL MY FACULTIES AND CAPABILITIES, I, FOR MYSELF, AND ON BEHALF OF MINOR PARTICIPANT, OUR HEIRS, SUCCESSORS, EXECUTORS, ADMINISTRATORS AND PERSONAL REPRESENTATIVES, HEREBY KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS RODEO AUSTIN, THE OWNERS, ANY LESSOR OR LESSEE OF THE PREMISES, AND THEIR OFFICERS, TRUSTEES, SPONSORING AGENTS, SPONSORS, CONSULTANTS, OTHER PARTICIPANTS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AGENTS, VOLUNTEERS, HEIRS, SUCCESSORS, AND ASSIGNS (HEREIN THE “RELEASEES”) FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, SUITS, EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES)(THE “CLAIMS”) WHICH ARE RELATED TO, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED WITH MINOR PARTICIPANT’S PARTICIPATION IN THE EVENT AND BEING ON THE PREMISES BEFORE, AFTER AND DURING THE EVENT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE OF ANY KIND OR NATURE, WHETHER FORESEEN OR UNFORESEEN, ARISING DIRECTLY OR INDIRECTLY OUT OF ANY DAMAGE, LOSS, INJURY, PARALYSIS OR DEATH TO MINOR PARTICIPANT OR TO MINOR PARTICIPANT’S PROPERTY AS A RESULT OF MINOR PARTICIPANT’S PARTICIPATION IN THE EVENT AND BEING ON THE PREMISES BEFORE AND AFTER AND DURING THE EVENT, WHETHER SUCH DAMAGE OR LOSS WAS CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT: The Undersigned, individually and on behalf of the MINOR PARTICIPANT, GRANTS PERMISSION to be PHOTOGRAPHED OR FILMED in connection with the Event. The Undersigned, individually and on behalf of the MINOR PARTICIPANT, further understands that any such photograph or video footage may be used by the Releasees for television, film, video, visual, graphic or printed media. The undersigned agrees to RELEASE and INDEMNIFY the Releasees with respect to any Claims related to the usage of such photographs or interviews by the Releasees or any media—including, but not limited to, the types of Claims enumerated above. By my signature hereto, I hereby acknowledge that I have received a copy of the “Rules” and “Wavier of Liability” and will comply with such Rules and Waiver.

In witness whereof, I set my hand this _____ day of _____, 2023 .

Signature of Minor Contestant’s PARENT/LEGAL GUARDIAN

Printed Name of PARENT/LEGAL GUARDIAN DATE

Date of Birth of Minor Participant: _____ Age of Minor Participant: _____