PLEASE PRINT:

Exhibitor Name	**Exhibitor Address**
Social Security Number	**School**

2027 RODEO AUSTIN ART SHOW

RELEASE OF LIABILITY AND INDEMNITY 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, hereinafter "RODEO AUSTIN", the undersigned hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement") as of the date set forth below.

1. **ACKNOWLEDGEMENT 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 and understands that they will be held liable and responsible for any and all damage to persons, 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 undersigned'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, State of Texas 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 undersigned'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 hereby releases, acquits and forever discharges any and all Claims against any of the Released Parties that arise from or relate to their entry and participation in the Activities—including, but not limited to, the types of claims enumerated in Paragraph 2—and agree not to sue any of the Released Parties for such Claims. Without limiting the foregoing, the undersigned agrees that the Released Parties shall not be liable to them, their family, agents, employees or their guests, for personal injury, property damage, or any other Claims arising from or related to the undersigned's entry into and participation in the Activities.

4. **AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:** The undersigned agrees to INDEMNIFY and HOLD HARMLESS the Released Parties against any and all Claims arising from or related to the undersigned's entry and participation in the Activities - **including, but not limited to, the types of Claims enumerated in Paragraph 2**. 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. **COVID-19 Warning, Rules and Acknowledgment of Risk:** An inherent risk of exposure to COVID-19 exists in any public place where people are present, including Rodeo Austin's livestock events at Rodeo Austin's facilities. COVID-19 is an extremely contagious disease that can lead to potentially life-threatening illness and even death. All Exhibitors, their family members and other related persons participating in the livestock events at Rodeo Austin's facilities (collectively, "Participants") shall comply with Rodeo Austin's health and safety guidelines. Participants are encouraged to receive one of the U.S. Federal Drug Administration approved COVID-19 vaccines, including any boosters, prior to arrival at Rodeo Austin events.

6. **PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT:** The undersigned grants permission to be photographed, videoed or interviewed in connection with the Activities. The undersigned 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 agrees to RELEASE and INDEMNIFY the Released Parties with respect to any Claims related to the usage of such photographs or interviews by the Released Parties or any media - **including, but not limited to, the types of Claims enumerated in Paragraph 2**.

7. **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 RODEO AUSTIN's Criminal Background Check Policy. As further inducement for 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 Operating Officer of RODEO AUSTIN and seek an exemption to allow the Participant to volunteer for the Activities on the RODEO AUSTIN Grounds and offsite events as authorized by RODEO AUSTIN's Criminal Background Check Policy. The undersigned, on behalf of Participant, further authorizes RODEO AUSTIN to perform a criminal history and background check on Participant to verify the representations made above and

continued compliance with RODEO AUSTIN's 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.

8. **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.

9. **COMPLETE AND FINAL RELEASE AND INDEMNITY AGREEMENT:** As further inducement to RODEO AUSTIN to permit the undersigned'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 acknowledges receipt of all rules and guidelines that govern or apply to the Activities, and further acknowledges that they have reviewed and will abide by such rules and guidelines. The undersigned understands that this agreement shall be binding on their heirs, executors, successors and assigns, that the 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 State District Courts in Travis 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. The undersigned agrees to the terms and conditions above, and acknowledges receipt of this Agreement.

RODEO AUSTIN CERTIFICATION OF ENTRY ACKNOWLEDGEMENT OF REGULATIONS

I hereby make application for entry in Rodeo Austin. As a condition of such entry, I hereby certify that I have read and am familiar with the rules and regulations of Rodeo Austin, including the rules and regulations contained in the 2027 Rodeo Austin Youth Art Show Rules and Regulations (the "regulations", capitalized terms being used herein, but not otherwise defined herein, being used herein as defined in the regulations), and that my entry, whether one or more, is owned and has been created in accordance with the regulations. I agree that should this certification prove false, I can be disqualified from further participation in all activities of Rodeo Austin and will forfeit all prizes, premiums, privileges, and rights of an exhibitor, including the privilege of selling my entry or any other entry in the youth auction. Should this certificate prove false after the entry or any other entry has been sold by me in the youth auction, I agree that I shall forfeit that portion of the price bid at the auction for the entry.

RODEO AUSTIN IS THE FINAL JUDGE OF COMPLIANCE WITH RODEO AUSTIN REGULATIONS AND POLICIES.

USE OF LIKENESS CONSENT

I, the undersigned parent or guardian of the exhibitor identified in the application do hereby acknowledge that I am Aware of the intent of Rodeo Austin to utilize photographs, video and other likenesses of exhibitors in the events of Rodeo Austin in the media, including but not limited to magazines, newspapers, television, promotional literature, social media and in Rodeo Austin programs. In consideration of the exhibitor being allowed the privilege of participating in the events of Rodeo Austin, I do hereby grant to Rodeo Austin the right to use any such photograph, video and other likenesses of my child or ward in the media.

SUBSTITUTE W-9 FORM:

Certification: Under penalties of perjury, I certify that:

1. The number submitted and included on the completed Entry Form is my correct taxpayer identification number, and

2. *I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to back withholding as a result of a failure to report all interests or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.*

By my signature below, I hereby certify that I have read, understand, and will abide by all of the regulations and release of liability and indemnity of Rodeo Austin. I am aware of the consequences of any violation of the regulations and stated rule violations.

EXHIBITOR SIGNATURE DATE

PARENT OR GUARDIAN SIGNATURE DATE

I hereby certify that the exhibitor's entry, whether one or more, is eligible in accordance with the regulations of Rodeo Austin and that I have informed the exhibitor of the consequences of stated rule violations. To the best of my knowledge, this certification is correct. I hereby certify that I have read, understand, and will abide by all of the regulations and release of liability and indemnity of Rodeo Austin.

PARENT OR GUARDIAN SIGNATURE