

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT/DRUG CERTIFICATION FORM (all exhibitors must sign)

Must be received before exhibitor entry becomes valid.

Part I

As valid consideration for entry into and participation in activities (the "Activities") with the Texas Miniature Hereford Southern Showdown, (collectively, "TxMHSS"), the undersigned hereby enter into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement").

1. INVITATIONAL SHOW: The TxMHSS is an invitational show and the TxMHSS reserves the right to extend or withhold an invitation to any Exhibitor or Contestant.

2. 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. The risks are not specifically seen but can be unseen as well, attendees agree to abide by any rules as far as social distancing or any Covid 19 related mandates and still may run the risk of exposure or acquiring Coronavirus.

3. RELEASE FROM LIABILITY: The undersigned hereby RELEASE, ACQUIT, AND FOREVER DISCHARGE and WAIVE any and all Claims against any of the Released Parties that arise from or relate to their entry and participation in the Activities and agree not to sue any of the Released Parties. The undersigned agree that the Released Parties shall not be liable to them, their family, or their guests, for personal injury, property damage, or any other Claims arising from or related to the Activities.

4. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS: The undersigned 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, demands, (including attorneys' fees) ("Claims"), regardless of whether the Claims are found or alleged to arise in whole or in part from (i) any NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENCE PER SE, or STRICT LIABILITY, of HLSR 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 (the "Released Parties"); This indemnity includes without limitation Claims for (ii) personal injury, death, intellectual property privacy rights, defamation, or property damage; (iii) Deceptive Trade Practices ("DTPA"); (iv) acts of third parties; (v) criminal conduct; (vi) fire, water, wind, rain and/or smoke and/or (vii) 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. The undersigned 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. "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. PHOTOGRAPHY/INTERVIEW RELEASE AND INDEMNITY: The undersigned GRANT PERMISSION to be PHOTOGRAPHED or INTERVIEWED in connection with the Activities. The undersigned understand that photographs or interviews may be used by Released Parties or television, film, video, visual, or printed media. The undersigned agree to RELEASE and INDEMNIFY Released Parties for any Claims related to photographs or interviews by the Released Parties or any media.

6. TEXAS LAW AND ARBITRATION: 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 any dispute regarding this Agreement shall 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. The undersigned agrees to these terms and conditions and acknowledges receipt of this Agreement. TxMHSS may require that all claims or disputes between Exhibitor and The Texas Miniature Hereford Southern Showdown and/or its agents, officers, directors volunteers, members and assigns, in any way arising out of or related to this Agreement, shall be decided by binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the Federal Arbitration Act, 0 U.S.C., 1, et seq. and in accordance with the Commercial Arbitration Rules of the AAA that are in effect at the time the demand for arbitration is filed, unless the parties mutually agree otherwise in writing. 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 Brazos County, Texas, to enforce the decision.

Part II

We, the undersigned pre-junior/junior/open exhibitor and parent/guardian certify that we have read, understand and will abide by all rules and regulations of the Texas Miniature Hereford Southern Showdown. We further certify that we have not administered to and have no knowledge that this entry has received any substance not approved by the Food and Drug Administration (FDA) and/or the U.S. Department of Agriculture (USDA) for food animals. Furthermore, we certify that all entries will be FREE OF ALL DRUG AND CHEMICAL RESIDUES upon arrival to the Brazos Valley Expo and will remain free of all drug and chemical residues while on show grounds. We, the undersigned understand that the time it takes for drugs and chemicals to be entirely excreted from the body through the urine of animals is generally longer than the labeled FDA and USDA withdrawal times for most approved drugs and chemicals.

If an animal requires emergency treatment while on Show grounds, only a licensed veterinarian will be allowed to administer any drug, chemical or feed additive. An exhibitor may choose a licensed veterinarian other than the Official Show Veterinarian, but the Official Show Veterinarian MUST be notified in advance and he/she MUST be present. All treatment costs are the responsibility of the exhibitor. If an animal is treated by a licensed veterinarian while at the Show and the medication administered contains a labeled withdrawal time or unpublished elimination time, the animal will be disqualified. The Official Show Veterinarian, in agreement with Show Management, reserves the right to treat any animal, if in the opinion of the Official Show Veterinarian, it is in the best interest of the animal's health and well-being to be treated. If the Official Show Veterinarian administers treatment to an animal and therefore uses any medication that does not meet the appropriate withdrawal or elimination time, the animal will be determined ineligible for competition.

The TxMHSS reserves the right to disqualify any animal, found in violation of the use of drugs, chemicals or feed additives as described above and the exhibitor will forfeit all prizes and placings. An exhibitor of an animal testing positive for any drug or medication or unapproved chemical may forfeit all rights and privileges to exhibit livestock in the future at the Show.

I fully understand and grant permission to the Texas Miniature Hereford Southern Showdown to report any and all rule infractions to the North American Livestock Show and Rodeo Managers Association (NALSRMA) Rule Infraction Database (RID). Furthermore, I understand that this information will be available to the membership of the NALSRMA.

The undersigned represent that they thoroughly understand that this is a complete and final release and indemnity agreement, that they 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 the undersigned in causing them to sign this Agreement. Furthermore; hereby acknowledge acceptance online of releasing association is considered same as a signature.

If the person on whose behalf this Agreement is being executed is a minor, a parent or legal guardian must also execute this Agreement.

Exhibitor Signature

Parent/Guardian

Date

Printed Name

