



# MUTTON BUSTIN

## RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

A parent/guardian of each child must sign before the child is allowed to participate.

As valid consideration for his/her child's entry into and participation in activities including the activity known as MUTTON BUSTIN' (the "Activities") with the Humble ISD Education Foundation, the undersigned hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement")

- 1. INVITATIONAL SHOW:** The Humble Rodeo & BBQ Cook-off is an invitational Activity of the Humble ISD Education Foundation and the Humble ISD Education Foundation reserves the right to extend or withhold an invitation to any participant. The undersigned certifies that he/she understand all rules pertaining to the Activities.
- 2. ACKNOWLEDGMENT OF RISKS:** The undersigned recognizes and understands that 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 acknowledges that he/she will be liable for all damage to persons, livestock and/or property that is caused by him/her, the participant or any persons (including, but not limited to, other minors) under his/her care and control, and that arise out of or are related to the participants entry into and participation in the Activities.
- 3. RELEASE FROM LIABILITY:** The undersigned hereby RELEASES, ACQUITS AND FOREVER DISCHARGES and shall DEFEND, INDEMNIFY AND HOLD HARMLESS Humble ISD Education Foundation (HISDEF), their present and former directors, officers, employees, agents, and other representatives and the respective heirs, administrators, executors, successors and assigns (collectively, the HISDEF or individually, an HISDEF from any and all claims, causes of action, suits and/or demands for personal injury, death or property damage, accrued or to accrue in the future, known or unknown, (collectively, "Claims") relating to or arising out of any negligent, grossly negligent and/or intentional or unintentional acts on the part of the undersigned in connection with entry into and participation in the Activities. Without limiting the foregoing, the undersigned agrees that the HISDEF shall not be liable to him/her, the participant, their family, heirs, administrators, executors or assigns for Claims arising from or related to the participant's entry into and participation in the Activities.
- 4. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS: THE UNDERSIGNED HEREBY RELEASES, ACQUITS AND FOREVER DISCHARGES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE HISDEF PARTIES AGAINST THE CONSEQUENCES OF THE HISDEF OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS;** provided, however, that the duty of the undersigned to defend, indemnify and hold harmless the HRBC shall extend only to Claims arising directly or indirectly from the participant's entry into and participation in the Activities. As used herein, **"INDEMNIFY" MEANS TO AGREE TO ASSUME THE HISDEF LIABILITY IN A SITUATION, THEREBY RELIEVING THEM OF RESPONSIBILITY AND/OR REIMBURSING THE HISDEF FOR CLAIMS ASSERTED AGAINST THEM.**
- 5. PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY:** The undersigned GRANTS PERMISSION for the participant to be PHOTOGRAPHED or INTERVIEWED in connection with the Activities. The undersigned understands that photographs or interviews may be used by HISDEF. The undersigned agrees to RELEASE and INDEMNIFY HISDEF for any Claims related to photographs or interviews by HISDEF.
- 6. TEXAS LAW AND ARBITRATION:** The undersigned understands that this Agreement shall be binding on him/her, the participant, their heirs, executors, successors and assigns, that the Agreement will be governed by the laws of Texas, and that jurisdiction and determined to be invalid or unenforceable, it does not affect the validity of the remainder of the 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 the Agreement. HISDEF may require that all claims or disputes between the undersigned and/or the participant and HISDEF and/or its present and former directors, officers, employees, agents, representatives and assigns, in any way arising out of or related to 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, 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 finding 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.
- 7. COMPREHENSION AND AUTHORITY:** The undersigned certifies that he/she understands and will abide by all rules and regulations of HISDEF. The undersigned also understands that this is a complete and final release and indemnity agreement, that he/she is voluntarily entering into this Agreement and that no representations, promises or statements made by HISDEF, or any agent, attorney or other representative of HISDEF has influenced the undersigned in causing him/her to sign this agreement. The undersigned represents and warrants that he/she has full authority to execute this Agreement on behalf of the minor participant.

PARTICIPANT'S PRINTED NAME: _____	DATE: _____
PARENT/GUARDIAN SIGNATURE: _____	PARENT/GUARDIAN PRINTED NAME: _____
RELATIONSHIP TO PARTICIPANT: _____	PHONE NUMBER: _____
EMAIL ADDRESS: _____	SCHOOL OF PARTICIPANT: _____
PARTICIPANT WEIGHT: _____	WHICH NIGHT: FRIDAY _____ SATURDAY: _____