

MUTTON BUSTIN CONTESTANT WAIVER OF LIABILITY RELEASE FORM
(FOR PARTICIPANTS UNDER 18 YEARS OF AGE)

I/we grant our consent to my/our child _____ (“MINOR PARTICIPANT”) being allowed the privilege of participating in the Young Men’s Business League of Beaumont, Texas, Inc. (the YMBL, herein) South Texas State Fair’s Rodeo Mutton Bustin’ (herein the “Event”) on the grounds of the Southeast Texas Entertainment Complex (Ford Park) located at 5115 I-H 10, Beaumont, Jefferson County, Texas, (herein the “Premises”), which Premises are owned by the County of Jefferson, Texas and leased by the YMBL.

I/we hereby acknowledge and agree as follows:

I/we hereby represent and warrant that I/we am/are the PARENTS/PARENT/LEGAL GUARDIAN of the MINOR PARTICIPANT named above, and that I/we 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 have read this Waiver of Liability fully and understand its contents;
- (b) MINOR PARTICIPANT has been 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
- (d) the route and race course is rough, uneven and unimproved.

I/we expressly acknowledge that the MINOR PARTICIPANT’S participation in the Event will expose the MINOR PARTICIPANT (him or her) to hazards. I/we hereby represent that I/we am/are 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/we 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/we 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(s) acknowledges that the YMBL, the South Texas State Fair, and the South Texas State Fair Rodeo are relying upon the representations and acknowledgements made herein by the undersigned(s) in allowing the MINOR PARTICIPANT to participate in the Event. The undersigned(s) further acknowledges that the South Texas State Fair Rodeo WOULD NOT allow MINOR PARTICIPANT to participate in the Event if the representations and acknowledgements made herein were not made.

BEING POSSESSED OF ALL MY FACULTIES AND CAPABILITIES, I/WE, FOR MYSELF/OURSELVES, 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 THE YMBL, THE SOUTH TEXAS STATE FAIR, THE SOUTH TEXAS STATE FAIR RODEO AND JEFFERSON COUNTY, TEXAS , AND THEIR OFFICERS, TRUSTEES, SPONSORING AGENTS, SPONSORS, CONSULTANTS, OTHER PARTICIPANTS, MEMBERS, 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 YMBL, THE SOUTH TEXAS STATE FAIR, THE SOUTH TEXAS STATE FAIR RODEO OR JEFFERSON COUNTY, TEXAS.

PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT: The undersigned(s), individually and on behalf of the MINOR PARTICIPANT, GRANTS PERMISSION FOR MINOR PARTICIPANT to be PHOTOGRAPHED in connection with the Event. The undersigned(s), individually and on behalf of the MINOR PARTICIPANT, further understands that any such photograph may be used by the Releasees for television, film, video, visual, graphic or printed media. The undersigned(s) 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/we hereby acknowledge that I/we have received a copy of the “Rules” and “Waiver of Liability” and will comply with such Rules and Waiver.

In witness whereof, I/we set my/our hand this _____ day of _____, 2019.

Signature of Minor Contestant’s FATHER

DATE

Signature of Minor Contestant’s MOTHER

DATE

Signature of Minor Contestant’s GUARDIAN

DATE

Date of Birth of Minor Participant: _____

Age of Minor Participant: _____