

Mutton Bustin – Diamond Cross Rodeo Company
ASSUMPTION OF RISK, WAIVER OF LIABILITY AND RELEASE

By my signature below, I, as the parent or legal guardian of the individual named below (“Child”), affirm that I give my consent for Child’s participation in the activities as herein described, and in consideration of being permitted to participate in Mutton Bustin – Diamond Cross Rodeo, which includes, but is not limited to Mutton Bustin and any activities associated therewith (“Activity”) at the Chisholm Trail Roundup Rodeo and Music Festival (“Event”) taking place in Lockhart, TX on or about June 13 – 15, 2019 and otherwise being permitted to be present in areas associated with the Activity or Event that are restricted to the general public hereby represent, warrant and agree as follows:

I acknowledge that my statements in this Agreement are being accepted by Diamond Cross Rodeo, Chisholm Trail Roundup, Lockhart Chamber of Commerce and the City of Lockhart and are being relied upon by Diamond Cross Rodeo, Chisholm Trail Roundup, Lockhart chamber of Commerce and the City of Lockhart in consideration for allowing Child to participate in the Activity at the Event and in permitting me and/or Child to be present in Restricted Areas.

I agree that I and/or Child shall at all times be considered a visitor. At no time shall I and/or Child be considered an employee, agent, representative or contractor of Diamond Cross Rodeo, in any capacity. I further agree I and/or Child agree NOT to participate under the influence of alcohol or drugs. I understand that it is not the purpose of the Activity to teach safety rules, nor is it the function of any individuals associated with the Activity to serve as guardians of Child’s safety. I also understand that I am to furnish Child with any safety equipment I deem appropriate, and I am responsible for the equipment’s safety and good operating condition regardless of where I obtain it.

I acknowledge, and have been warned, that participating in the Activity and/or being present in Restricted Areas entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, Child or to property. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activity. The risks include, but are not limited to, falling of or being thrown from the animal, which could result in musculoskeletal injuries including head, neck, and back injuries, and internal injuries, paralysis and death, among other things. Diamond Cross Rodeo and/or their representatives may be unaware of Child’s fitness/abilities. They may give incomplete warnings or instructions, and any equipment used may malfunction.

Child’s participation in the Activity is purely voluntary, and I elected to allow Child to participate in spite of the risks. **I expressly agree and promise to accept and assume all the risks existing in the Activity. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Released Parties (defined below), from any and all claims, demands, or causes of action which are in any way connected with my and/or Child’s participation in the Activity or my and/or Child’s use of any equipment or facilities including any such claims which allege negligent acts of omission.** Should any of the Released Parties, or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for such fees and costs. I certify that I have adequate insurance to cover any injury or damage I and/or Child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risks of any medical or physical condition I and/or Child may have.

By signing this Agreement, I acknowledge that if anyone is hurt or property damaged during my and/or Child’s participation in the Activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the Released Parties on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this Agreement. I have read and understood it, and I agree to be bound by its terms.

Being fully aware that participating in the Activity, or otherwise being present in or around Restricted Areas and/or at the Event will result in my and/or Child’s exposure to substantial and serious hazards and risks, I voluntarily and irrevocably assume and accept full responsibility for all such hazards and risks and hereby unconditionally and forever discharge, waive, release, indemnify, save and hold harmless, and agree to defend, Diamond Cross Rodeo, Chisholm Trail Roundup, Lockhart Chamber of Commerce and the City of Lockhart, their respective parents, subsidiaries, affiliates, officers, directors, shareholders, members, employees, representatives, escorts, contractors, volunteers and agents, and those in privity with them, together with all Activity and/or Event venue owners and operators, producers, sponsors, advertisers, promoters, production entities, as well as all Activity and/or Event contestants, bull fighters, judges, officials, stock contractors, and all other parties involved in the production, organization, security, conduct, sponsoring and performance of the Activity, the Event and/or other Activity or Event activities (and each of their respective parents, affiliates, directors, officers, employees and agents) (collectively, the “Released Parties”), from and against any and all claims, demands, suits, liabilities, and responsibilities for any and all property damage, personal injury, death, damage or loss of any kind arising out of or in any way related to my and/or Child’s participation in the Activity, the Event and/or other Activity or Event activities, my and/or Child’s presence at the Activity, the Event or in any Restricted Area, or otherwise, whether or not such claims, demands, suits, liabilities and other responsibilities are occasioned by the acts, omissions, negligence or gross negligence of any Released Parties.

I expressly acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures of the Released Parties. I authorize and provide full consent to Diamond Cross Rodeo, Chisholm Trail Roundup, Lockhart Chamber of Commerce and the City of Lockhart, their respective subsidiaries, affiliates, officers, directors, shareholders, employees, agents, representatives, volunteers, contractors or others, subject to the release, waivers and indemnities contained herein, to seek and/or provide medical attention/treatment, including the release and distribution of medical records, the respective entities may deem necessary and appropriate, in the event I am unable, unfit or not qualified to make such decisions on behalf of Child.

I hereby agree that the foregoing release, waiver, and indemnity provisions extend to all acts of negligence or wrong-doing by the Released Parties, including negligent rescue operations or procedures, and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the Activity or Event is conducted and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I shall not now or at any time in the future, directly or indirectly, threaten, commence or prosecute any action, suit or other proceeding against any Released Parties arising out of, or related to, the claims, demands, liabilities and other responsibilities so discharged, waived and released by me.

I acknowledge that the Activity and/or Event may be filmed, recorded, transmitted, reproduced, altered, distributed, exploited and broadcast on one or more television networks and other audio/visual works, that my or Child's name, image, voice, likeness, trace dress, picture and other personal characteristics may be filed, videotaped or otherwise recorded or captured before, during or after such Activity or Event by film crews from many sources including but not limited to news media, newspaper, radio, TV or cable networks, movie, or other third party shows or film crews granted access to the Activity or Event, and may appear or be displayed, performed, reproduced, transmitted and distributed in many formats or media including but not limited to on television, in newspapers, magazines, websites, and/or radio broadcasts used in TV shows, films, promotional, documentary, reality, highlight shows, or feature movies. I hereby grant to Diamond Cross Rodeo (and subsidiaries, licensees, sub-licensees and affiliates) and agree that Diamond Cross Rodeo (and subsidiaries, licensees, sub-licensees and affiliates) shall own, in perpetuity, any and all rights, copyrights and other intellectual property rights in and to all such broadcasts, films, videotapes, recordings, photographs, and audio/visual works.

For real and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for no additional consideration, I hereby grant to Diamond Cross Rodeo, Lexington Homecoming Rodeo its duly authorized agents, licensees and assigns, the right to publicly and commercially use, display, publish, distribute, perform, transfer, license, reproduce, copy, alter, make derivatives of, translate, transmit and otherwise commercially exploit in perpetuity my or Child's name, image, signature, likeness, voice, photograph, persona, trade dress and other publicity rights, including pictures, photographs, films, images and sounds of me, captured, recorded or memorialized at or in, or related to, the Activity and/or Event including before or after the Activity or Event, or in any related activities, its affiliates, sponsors, licensees or sub licensees, that are put on near the Activity or Event, such as pre- or after-parties, receptions, VIP matters, meetings and the like, in any way, medium or material, whether now known or hereafter created (including, but not limited to, print, television, radio, film and video, any other audio and/or visual productions or works, and transmissions over the Internet). I acknowledge that Diamond Cross Rodeo Company exclusively owns any and all rights to broadcast, transmit, film, tape, capture, overhear, photograph, print, publish, distribute, collect, capture or record, by any means process, medium or device, whether or not currently in existence, all images, sounds, activities, information and data, arising from or during, or related to, the Activity or Event, and that Diamond Cross Rodeo shall be the sole and exclusive owner of all rights of every kind and nature in and to such works and in and to any other works, copyrightable or otherwise, created or derived from the images, sounds, information and data arising from or during, or related to, the Activity or Event. I agree not to take any action, nor cause others to take any action, nor enter into any third party agreement, which would contravene, diminish, encroach or infringe upon the foregoing rights. I hereby waive all moral rights in connection with my appearance or captured image, voice and so forth and hereby waive any right of inspection or approval of such appearance or the uses to which such appearance are put. I further waive all right to injunctive or equitable relief.

I understand that a Diamond Cross Rodeo event credential may be issued pursuant to this Agreement. Credentials are the exclusive property of Diamond Cross Rodeo and must be surrendered upon demand by Diamond Cross Rodeo, in Diamond Cross Rodeo's sole discretion. Any Credential lost or stolen must be reported to Diamond Cross Rodeo immediately. Failure to timely report a lost or stolen Credential may result in suspension of credential rights. I understand that any Credential issued hereunder solely permits me and/or Child to enter into Restricted Areas solely in accordance with the rules, directions, instructions and procedures for access as may be established by Diamond Cross Rodeo from time to time. Diamond Cross Rodeo may require that I and/or Child carry certain identification, be accompanied by certain individuals, depart such Restricted Areas, take certain actions, or refrain from taking certain actions, and I agree to fully abide by Diamond Cross Rodeo's directives and instructions in that regard. I understand and agree that any Credential issued to me and/or Child hereunder is personal to me and/or Child, that I and/or Child may not sell, assign, lend, transfer or give it to any other person or entity, that any attempt to sell, assign, transfer, lend, or permit any other person or entity to use it shall result in a fine imposed by Diamond Cross Rodeo of not less than Five Hundred Dollars (\$500) and suspension or revocation of the Credential. In addition, I hereby INDEMNIFY AND AGREE TO DEFEND Diamond Cross Rodeo and all related parties for any damages or injuries arising in connection with such unauthorized sale, assignment, transfer, lending or use.

