

PART I

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT— (all exhibitors & parents must sign before a notary)

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in activities (the "Activities") associated with the Nueces County Junior Livestock Show Association (NCJLS), the undersigned hereby enter into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement") as of the date set forth below.

1. ACKNOWLEDGMENT 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, livestock, 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). 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 NCJLS, the County of Nueces, and the Nueces County Showbarn Trustees, or their respective present and former officers, directors, members, subsidiaries, affiliates, employees, staff and agents, and any other person, firm or corporation bound to defend or pay judgments against them (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, and WAIVES 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, 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. As further inducement to NCJLS 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 a Released Party, or any agent, attorney or other representative or any Released Party has influenced the undersigned in causing them to sign this Agreement.

4. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS: The undersigned agrees to INDEMNIFY, DEFEND, PROTECT, and HOLD HARMLESS NCJLS and all of its parents, subsidiaries, affiliates, officers, directors, committee members, volunteers, partners, employees, sponsors, attorneys, insurers, and agents (collectively, "NCJLS" Indemnitees) from any of the following: loss, damage, claims, suits, taxes, liens, penalties, fines, liabilities, and expenses (including attorney fees) arising out of, or relating to, directly or indirectly this contract. Undersigned shall indemnify, defend, protect, and hold harmless the NCJLS Indemnitees from any and all claims, suits, taxes, liens, penalties, fines, liabilities, and expenses (including attorney fees) from any agent, employee, assignee, subcontractor, or servant of provider. Indemnification of the NCJLS Indemnitees includes, but is not limited to, any claims for injuries or death to persons or damages to or destruction of property, claims and liens for storage, labor, and materials and all loss of and damage to equipment. This Indemnification is expressly intended to require provider to indemnify and completely the NCJLS Indemnitees, including full indemnity for all liability incurred as a result of the sole, concurrent, or contributory liability of the NCJLS Indemnitees, if any.

5. PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT: The undersigned GRANTS PERMISSION to be PHOTOGRAPHED or INTERVIEWED in connection with the Activities. The undersigned understands that any such photograph 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.**

NEW **6. Do NOT sign this entry if you have not read the rules as published in the Nueces County Jr Livestock Show Rule Book/ Horse Show Rule supplement.** By signing this entry form, I certify that my club/AST/FCCLA leader has supplied me with the Nueces County Junior Livestock Show Rule Book/ Horse Show Supplement and I have read, understand and agree to abide by all rules in the current Rule Book.

PART II

Drug Certification Form - (all market exhibitors & parents must sign)

We, the junior exhibitor and parent/guardian certify that we have read, understand and will abide by all rules and regulations of the Nueces County Junior Livestock Show. 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.

This entry is not, nor will it be, within any withdrawal time relative to the administration of any drug, chemical or feed additive approved by the FDA and/or the USDA by the time the animal(s) is officially weighed in by the Show. Exception: If any animal needs emergency treatment before weigh-in, the animal may be treated by the official show veterinarian or under his supervision, provided an NCJLS official collects a urine sample from the animal before any medical treatment is administered.

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. A NCJLS Executive Committee member 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 exceeds 15 days withdrawal time, the animal(s) will be disqualified and not allowed to be shown. If the disqualified animals is a market steer, market lamb, poultry project, market swine, market rabbit or market goat, the animal must be immediately removed from the Show grounds by the exhibitor. Should a placing animal(s) receive treatment requiring a 15 day or less withdrawal period, the Nueces County Junior Livestock Show will feed the animal for the duration of the withdrawal period with a charge to the exhibitor for the feed. The undersigned hereby releases the NCJLS from any damages which might arise out of such a feeding.

We also certify that we have read the information contained in the Nueces County Junior Livestock Show catalog. The Nueces County Junior Livestock Show reserves the right to condemn and/or disqualify any animal, either live or slaughtered, found in violation of the use of drugs, chemicals, or feed additives as described above and the exhibitor will forfeit, as a minimum penalty, the resale value of the animal, and may be barred from any or all future competitions in the Nueces County Junior Livestock Show. If any animal is disqualified for testing positive and/or the carcass condemned at the slaughter, the class placing will not change.

PART III

SUBSTITUTE FORM W-9:

Certification: Under penalties of perjury, I certify that:

- 1) The number shown on this form is my correct taxpayer identification number,
 - 2) I am a U.S. Citizen, and
 - 3) 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 (IRS) that I am subject to backup 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 may cross out item (b) 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.

The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.

By signing this entry form, I certify that I have read, understand and agree to abide by all the rules in the current NCJLS Rule Book, NCJLS Horse Show Rules and Agreements set forth herein:

Exhibitor Signature _____ Date _____ Printed Name _____

Parent/Legal Guardian's Signature _____ Date _____ Printed Parent/Legal Guardian _____

Sworn to and subscribed before me this _____ day of _____, 20 _____

Notary Public _____

I certify that this entry is eligible in accordance with the rules of the current NCJLS Rule Book and I have informed the owner of the consequences of stated rule violations of the use of drugs, chemicals and/or feed additives. To the best of my knowledge, the certification is correct.

Club Manager/AST/FCCLA Signature: _____