

# LIABILITY RELEASE WAIVER

## NATIONAL BARREL HORSE ASSOCIATION, TEXAS DISTRICT 26

I, the above named contestant, (Your Name) \_\_\_\_\_ (hereinafter referred to as "Contestant", which term includes the parent or legally-appointed Guardian of Contestant, if the Contestant is a minor) am freely and voluntarily seeking to participate in NBHA barrel racing events (hereinafter referred to as "Event"). The Event is being produced and sponsored in whole or in part by MCC Events, L.L.C., d/b/a National Barrel Horse Association (hereinafter, together with its sponsors, managers, property owners, officials, and affiliates and their respective directors, officers, members, employees, agents, volunteers, representatives, and designated officials of the National Barrel Horse Association, collectively referred to as "the Event Sponsor"). Contestant acknowledges that he or she has no property or other right to participate in the Event and that Contestant can participate in the Event only with the consent of the Event Sponsor.

In consideration of the Event Sponsor allowing Contestant to participate in the Event, Contestant agrees as follows:

1. **Inherent Risks of Equine Activities/Assumption of Risks.** Contestant acknowledges that there are numerous inherent risks of equine activities, whether preparing for, entering, attending, participating in, or leaving the Event. The inherent risks include those dangers and conditions which are an integral part of equine activities, including, but not limited to: (a) the propensity of an equine or other animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; (c) certain hazards such as surface or subsurface conditions; (d) collisions with other animals or objects; (e) the potential of a participant or other contestant to act in a negligent manner that may contribute to injury to the participant, Contestant, or others, such as failing to maintain control over the equine or not acting within his or her ability; (f) the breakage or failure of tack or other equipment; and (g) the potential that an equine or animal may suffer an injury or lose its footing or balance resulting in a fall or other movement that causes injury or harm to the rider or other persons or animals in the vicinity. Contestant is not relying on Event Sponsor to list all possible inherent risks or all risks of participating in the Event.

2. **Waiver and Release of Liability.** With full knowledge and appreciation of these and other inherent risks of equine activities, Contestant freely and voluntarily assumes the risks of the equine activities involved in any aspect of the Event. In this connection, Contestant also voluntarily agrees to waive any and all rights to sue and hereby releases the Event Sponsor from all Liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of the Event, or resulting from any action or inaction by the Event Sponsor. This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by actions or failure to act of the Event Sponsor and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities. Neither Contestant nor Contestant's representatives shall make any claim against, maintain an action against, or recover from the Event Sponsor or its sponsors, directors, officers, members, employees, agents, volunteers, representatives, designated officials, or others acting on their behalf for injury, loss, damage or death of the Contestant or to the Contestant's horse or personal property (regardless of whether the Event Sponsor was negligent or somehow violated an applicable law pertaining to equine activities).

3. **Indemnification.** Contestant hereby agrees to indemnify and hold harmless the Event Sponsor from any liability, claim, loss, action or expenses asserted against or incurred by the Event Sponsor for damages arising out of the actions or inactions of the Contestant and Contestant's employees, agents, representatives, trainers, animals, independent contractors, or others acting on their behalf. The term "expenses" shall include, but not be limited to, attorney fees, court costs, investigation costs, and other expenses incurred in the defense of any matter asserted which may be covered by this indemnification provision.

4. **Compliance with NBHA Rules.** Contestant understands and agrees that every entry at a recognized National Barrel Horse Association (hereinafter "NBHA") event, including the Event, shall constitute an agreement that the Contestant (including the horse owner, lessee, trainer, manager, agent, coach, rider, and the horse) shall be subject to the NBHA Constitution and Rule Book as well as the applicable rules of the competition. Unless otherwise provided for in this Assumption of Risk, Waiver and Release of Liability agreement, any disputes between Contestant and the Event Sponsor in regard to the Event shall be governed by the NBHA Rule Book and Contestant's sole and complete remedy for any dispute is an appeal to a proper appellate body, committee, or such entities or bodies as identified for such disputes in the NBHA Rule Book.

5. **Use of Photographs or Videotapes.** Contestant hereby irrevocably grants full permission for the Event Sponsor, or others affiliated with and authorized by Event Sponsor, to use and publish any photographs, videotapes, or movies taken of Contestant at the Event, even if such use and publication is for commercial or promotional purposes.

6. **Particular States' Warnings, Disclosures, or Requirements:** Contestant acknowledges that he or she has read the following provision for the State of Texas:

**WARNING**  
UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

7. **Governing Law/Disputes.** Georgia law applies to this Assumption of Risk, Waiver and Release of Liability, and Contestant agrees that this document shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void but the remainder shall stay in full force and effect. Any legal disputes between the parties shall be brought and litigated in a court of proper jurisdiction located in or nearest to Richmond County, Georgia. Should Contestant (or others on behalf of Contestant) file a lawsuit in breach of this Assumption of Risk, Waiver, or Release of Liability, Contestant (or others on behalf of Contestant) agree to pay all attorney fees, court costs, and other costs incurred by Event Sponsor.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

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