



# WORLD CHAMPIONS RODEO ALLIANCE LLC 2023 PARTICIPANT RELEASE FORM

IN CONSIDERATION of being permitted to enter and to remain in any Restricted Area within the Premises or being permitted to compete, officiate, judge, keep time, observe, work for, handle stock, or for any purpose participate in any way with respect to the Event, Participant covenants, warrants and agrees as follows:

- "Agreement" means this 2023 Participant Release Form.
  - "Event" means any Event produced on the Premises.
  - "Guardian" means the parent, guardian or other person having legal custody of any Participant who is less than 18 years old.
  - "Participant" means you, the person executing this Agreement in the space provided below, who competes, officiates, judges, keeps time, observes, assists, works for, handles stock, or otherwise participates in any way with respect to the Event.
  - "Premises" means The Cowtown Coliseum, including the arena buildings (both inside and outside) and the grounds surrounding same.
  - "Released Parties" means World Champions Rodeo Alliance LLC ("WCRA"), ASM Global LLC (ASM); any other persons (other than Participant) in any Restricted Area; promoters, sponsors and advertisers of the Event; and the members, managers, owners, officers, directors, employees or agents of any of the above.
  - "Restricted Area(s)" means that portion of the Premises which consists of the arena, chutes, staging areas, loading and unloading areas, designated "participant only" parking, if any, any other designated "participant only" area, and approaches and walkways to or from any of the foregoing. WCRA reserves the right to designate Restricted Areas and to modify, add or delete such designation from time to time as determined in the sole discretion of the WCRA.
1. Participant is 18 years of age or older. If Participant is less than 18 years of age, Participant has full permission from the Participant's Guardian to participate in the Event. If Participant is less than 18 years of age, the Guardian executes this Agreement, in addition to Participant, and such Guardian covenants, warrants and agrees on behalf of the Participant.
  2. Participant acknowledges, agrees and represents that he has, or will immediately upon entering any such Restricted Area, and will continuously thereafter while remaining in such Restricted Area, inspect such Restricted Area and all portions thereof which he enters, or with which he comes into contact, and he does further warrant that his entry in or upon such Restricted Area(s) and his participation in the Event in any manner or form, constitutes an acknowledgment that he has inspected such Restricted Area(s) and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if at any time he is in or about a Restricted Area(s) and he feels anything or condition to be unsafe, he will immediately advise Event officials of such and will then leave the Restricted Area(s).
  3. Participant is familiar with and experienced in connection with the Event and participating in the Event in the manner in which Participant shall undertake and is fully aware of all hazards pertaining to same. The Participant expressly acknowledges and agrees that the activities of the Event are very dangerous and involve a risk to Participant of serious injury including death and/or property damage.
  4. PARTICIPANT HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, WHILE IN OR UPON ANY RESTRICTED AREA AND/OR WHILE COMPETING, OFFICIATING, OBSERVING, JUDGING, KEEPING TIME, WORKING STOCK OR OTHERWISE PARTICIPATING FOR ANY PURPOSE IN CONNECTION WITH THE EVENT.
  5. PARTICIPANT HEREBY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES, AND EACH OF THEM, FROM AND AGAINST ANY LOSS, CLAIMS, ACTIONS, SUITS, COST, LIABILITY OR DAMAGE INCLUDING, BUT NOT LIMITED TO, CLAIMS, ACTIONS, OR SUITS BASED IN CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, TORT, OR WRONGFUL DEATH BASED UPON, ARISING OUT OF, OR RELATED TO, IN ANY WAY, THE PRESENCE OF THE PARTICIPANT IN OR UPON THE RESTRICTED AREAS, DAMAGE OR LOSS TO PARTICIPANT OR PROPERTY OF PARTICIPANT DURING THE EVENT, OR PARTICIPANT'S PARTICIPATION IN ANY WAY IN COMPETING, OFFICIATING, JUDGING, KEEPING TIME, OBSERVING, WORKING FOR, HANDLING STOCK OR FOR ANY PURPOSES PARTICIPATING IN ANY WAY WITH RESPECT TO THE EVENT.
  6. PARTICIPANT HEREBY WAIVES AND RELEASES THE RELEASED PARTIES FROM ALL LIABILITY (INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING IN OR RELATED TO CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, TORT, OR WRONGFUL DEATH) BASED UPON, ARISING OUT OF, OR RELATED TO, IN ANY WAY, ALL CLAIMS, DEMANDS, LOSS, DAMAGE OR INJURY TO THE PARTICIPANT OR PROPERTY OF PARTICIPANT, INCLUDING BODILY INJURY AND/OR DEATH OF THE PARTICIPANT WHILE THE PARTICIPANT IS IN OR UPON THE RESTRICTED AREA AND/OR COMPETING, OFFICIATING, JUDGING, KEEPING TIME, OBSERVING, ASSISTING, WORKING FOR, HANDLING STOCK OR FOR ANY PURPOSE PARTICIPATING IN ANY WAY WITH RESPECT TO THE EVENT. PARTICIPANT FURTHER COVENANTS NOT TO SUE THE RELEASED PARTIES ON ACCOUNT OF SAME.
  7. IN NO EVENT, UNDER ANY CIRCUMSTANCE, SHALL PARTICIPANT BE ENTITLED TO CLAIM OR RECEIVE, FROM ANY RELEASED PARTY, ON ACCOUNT OF ANY LOSS OR INJURY TO THE PARTICIPANT AS SET FORTH IN THIS AGREEMENT, PUNITIVE DAMAGES, PENALTIES, LIQUIDATED DAMAGES, SPECIFIC PERFORMANCE, INJUNCTIVE OR DECLARATORY RELIEF, ATTORNEYS' FEES, EXPERT FEES, DAMAGES BASED ON LOSS OF INCOME, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF ANY ACTION, WHETHER BASED ON OR RELATED TO CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, TORT, WRONGFUL DEATH, OR OTHERWISE.

8. It is expressly understood and agreed by Participant that each and every provision of this Agreement that provides for an assumption, indemnity, release, waiver or covenant not to sue or an exclusion of damages, represents an express allocation of risk between Participant and the Released Parties and is an expressly negotiated part of this Agreement, without which Participant will not be allowed to enter in or remain upon any Restricted Area or compete, officiate, judge, keep time, observe, assist, work for, handle stock or for any purpose participate in any way with respect to the Event. Each such provision is intended by the Participant and the Released Parties to be several and independent of any other provision and to be enforced as such. All such provisions are without limit and without regard to the cause or causes thereof, including but not limited to hidden defects, negligence or gross negligence, and whether sole, joint or concurrent, active or passive, on the part of any Released Party.
9. Participant hereby grants to the WCRA and its assigns the following rights and privileges in consideration of Participant's participation in the Event, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:
  - a. WCRA or its assigns may film or video the Event and any appearance by Participant in any aspect of the Event.
  - b. WCRA or its assigns may use Participant's name, appearance, likeness, voice, biographical information and any material supplied by Participant and any film or video of the Event taken by WCRA or its assigns, for the purposes of advertising, publicity, marketing and sales promotion relating to the Event or any future Event, but not as a direct endorsement of any product or service.
  - c. WCRA or its assigns may use Participant's name, appearance, likeness, voice, biographical information and any material supplied by Participant and any film or video taken by WCRA or its assigns of the Event and any appearance by Participant in any aspect of the Event, for the purposes of the production, making, distribution and airing to the public for resale and commercial purposes, a motion picture, television program or programs or video sales.
  - d. WCRA or its assigns shall be the exclusive owner of all motion picture, television or video rights and all subsidiary or foreign rights pertaining to the Event and/or Participant's appearance in the Event, and filmed or recorded in any way by WCRA or its assigns, and all use of such rights by WCRA shall inure exclusively to the benefit of WCRA.
  - e. Participant warrants that the use of Participant's appearance and/or material provided as set forth in (a) through (d) above will not violate the rights of any other person, party or organization and will not incur any liability or payment to any other person, party or organization.
10. Signing this release authorizes WCRA to acquire sport specific personal medical information from the on-sight sports medicine doctors, therapists and emergency medical personnel at the regional hospital regarding your personal medical condition during the event and its dissemination to appropriate outlets. These selected individuals may include Event management, legitimate media personnel and organizations and the Event rodeo announcers contracted for the event.
11. The Participant expressly agrees that this Agreement and all of its provisions are intended to be as broad and inclusive as is permitted by the law of the state in which the Event is conducted. The masculine gender, where appearing herein, shall include the feminine, and, conversely, the feminine shall include the masculine. If any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding such invalid portion, continue in full legal force and effect.
12. This Agreement shall, to the extent assignable, be binding upon the heirs, successors and assigns of the Participant, Guardian or other person having legal custody if applicable, and the Released Parties.
13. This Agreement shall be construed in accordance with the law of the state where the Event takes place, except that paragraph 8 above shall be construed in accordance with the law of the State of Texas. Jurisdiction and venue for any action regarding the enforcement or breach of this Agreement or any matter relating thereto shall lie solely in Travis County, Texas.
14. The Participant has read, understands and voluntarily signs this Agreement and further agrees that no oral representations, statements or inducements apart from the provisions of this written Agreement have been made to Participant. Participant further acknowledges that no modifications may be made to this Agreement except in a writing, signed by the Participant and the WCRA.

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Name of Participant (please print) Date

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Participant Signature

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Address City State Zip

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Phone Number Email

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Guardian Name (please print) & Signature – REQUIRED FOR ALL UNDERAGE ATHLETES Date