

# **PARKER COUNTY SHERIFF'S POSSE RANCH RODEO AND RANCH BRONC RIDING**

## **ACKNOWLEDGEMENT OF RISK, ACCEPTANCE OF RESPONSIBILITY, RELEASE, AND INDEMNITY AGREEMENT**

Life is full of risk. Each person enjoys the freedom to make choices in life by weighing the benefits versus the risks of activities they wish to participate in. A person decides as a matter of personal choice to participate in an activity when they conclude the benefits are greater than the risks. With this in mind, please read the following contract and understand that by signing it, you are entering into a legally binding document which affects your legal rights in the event of an injury in the course of the Parker County Sheriff's Posse Ranch Rodeo and Ranch Bronc Riding.

### **THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE SIGNING IT.**

In partial consideration of being allowed to participate in any capacity in activities associated with a Parker County Sheriff's Posse Ranch Rodeo and Ranch Bronc Riding, I agree to abide by all rules and regulations which I am provided by Parker County Sheriff's Posse. (hereinafter "PCSP"), its owners, officers, operators, employees, volunteers, directors and any and all persons associated with the PCSP Ranch Rodeo and Ranch Bronc Riding as well as all related and affiliated companies and corporations (all of whom are collectively referred to in this document as the Released Parties), and I hereby agree, on behalf of myself, my heirs, assigns, personal representative and estate, to release and discharge the Released Parties as set forth below:

#### **1. Acknowledgement of Risk and Assumption of Responsibility**

I ACKNOWLEDGE AND UNDERSTAND THAT NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS MADE by the Released Parties of the safety of the premises on which the PCSP Ranch Rodeo and Ranch Bronc Riding is being conducted or of the activities I am choosing to engage in at the PCSP Ranch Rodeo and Ranch Bronc Riding. I understand THAT DANGEROUS CONDITIONS DO EXIST and THAT THIS DOCUMENT IS SUFFICIENT WARNING that there are numerous dangerous conditions, risks and hazards involved in participating in the activities at the PCSP Ranch Rodeo and Ranch Bronc Riding and that the activities that I desire to undertake and my presence on the premises of the PCSP Ranch Rodeo and Ranch Bronc Riding expose me and my property to dangerous conditions, risks and hazards including but not limited to: (a) Animals which, regardless of their usual past behavior and characteristics, may act or react unpredictably at times based on instinct or fright which may cause me to be injured; (b) saddles may slip and other tack or saddle problems may develop as a result of normal use and wear; (c) my horse or I may collide with obstacles, whether obvious or not and whether man made or natural which could cause me to lose control of my horse or to fall; (d) the negligent acts or omissions of the Released Parties; (e) latent or apparent defects or conditions in equipment, animals or property including those supplied by the Released Parties; (f) acts of other participants; (g) adverse weather conditions; (h) my own physical condition or my own acts or omissions; (i) unavailability or inadequacy of immediate medical or emergency treatment in case of injury.

I understand and acknowledge that the above list is not complete or exhaustive and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated, may also result in death, bodily injury, permanent or temporary disability, illness or other damage to myself, to my property or to others. I expressly accept all of the risks, including those not specifically listed and I CONSCIOUSLY AND VOLUNTARILY

ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS WITH THE UNDERSTANDING THAT I AM EXPOSING MY PERSON AND PROPERTY TO SAME. I understand and agree that my participation in this activity is purely voluntarily, no one is forcing me to participate and I am electing to participate in spite of the risks. I understand that I can at any point elect to discontinue participation.

2. **Release and Waiver of Responsibility, Indemnification and Hold Harmless Agreement.**

**I ACKNOWLEDGE THAT THE TERMS AND CONDITIONS IN THE FOLLOWING PARAGRAPH ARE CONSPICUOUS AND AFFORD FAIR AND ADEQUATE NOTICE.**

IN CONSIDERATION OF MY BEING ALLOWED TO PARTICIPATE IN THE PCSP RANCH RODEO AND RANCH BRONC RIDING, I DO HEREBY RELEASE AND AGREE TO PROTECT, INDEMNIFY AND HOLD HARMLESS the Released Parties and each of them, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF ANY SORT AND DAMAGES, INCLUDING ATTORNEYS' FEES, RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WISE RESULTING FROM MY PRESENCE AT OR PARTICIPATION IN THE PCSP RANCH RODEO AND RANCH BRONC RIDING. THE RELEASE AND INDEMNIFICATION AGREED TO IN THE PREVIOUS SENTENCE IS APPLICABLE EVEN IF THE DAMAGE AT ISSUE IS OR IS ALLEGED TO HAVE BEEN CAUSED BY OR TO BE THE RESULT OF, IN WHOLE OR IN PART, THE NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES.

I hereby further covenant and agree, for myself, my heirs, successors and assigns, that I WILL NOT MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST THE RELEASED PARTIES, OR ANY OF THEM, OR THEIR RESPECTIVE HEIRS, SUCCESSORS OR ASSIGNS.

I also further covenant and agree that I SHALL DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM ALL CLAIMS, SUITS OR ACTIONS BROUGHT NOW OR IN THE FUTURE BY MYSELF, BY ANY MEMBER OF MY FAMILY, OR BY ANYONE CLAIMING BY OR THROUGH ME.

3. **Choice of Law and Venue**

I agree that the interpretation and enforcement of this document and of any claims associated with the PCSP Ranch Rodeo and Ranch Bronc Riding shall be governed by and construed in accordance with the laws of the State of Texas. In the event any action, suit or proceeding is instituted as a result of any matter or thing affecting this document or my participation in the PCSP Ranch Rodeo and Ranch Bronc Riding, the parties hereto hereby designate the District Courts of Parker County, Texas as the sole proper jurisdiction and venue in which such actions are to be instituted.

4. **Chapter 87, Texas Civil Practice and Remedies Code Warning**

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

5. **Acknowledgement of Effect of this Agreement**

IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED IN THE COURSE OF THE PCSP RANCH RODEO AND RANCH BRONC RIDING I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASED PARTIES EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSE THE BODILY INJURY OR PROPERTY DAMAGE. I understand and acknowledge that by signing this document I am giving up certain legal rights and/or possible claims which I might otherwise assert or maintain against the Released Parties including, specifically, but not limited to, rights arising from or claims for the negligent acts or omissions of the Released Parties.

I understand and acknowledge that by signing this document I have assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by spectators or other third parties against me as a result of my participation in the PCSP Ranch Rodeo and Ranch Bronc Riding.

My signature below indicates I have read this entire document, understand it completely, understand it affects my legal rights and understand it waives my legal right to sue the Released Parties. I agree to be bound by its terms.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

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Signature of Contestant

\_\_\_\_\_  
Signature of Contestant

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Print Name

\_\_\_\_\_  
Print Name

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Address

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Phone Number

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

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Signature of Contestant

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Signature of Contestant

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Print Name

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