

PARKER COUNTY SHERIFF'S POSSE RANCH RODEO
WEATHERFORD, TEXAS
September 11th, 2021

MATCHED HORSE RACE ENTRY FORM

CONTESTANT NAME:

LAST

FIRST

DATE OF BIRTH: ____/____/____

If under the age of 18 as of the 11th of September, 2021, Minor's Release and Waiver of Liability and Indemnity Agreement is required completed and signed. (see attached form)

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

PHONE: _____ ALT PHONE: _____

EMERGENCY CONTACT: _____

PHONE: (____) _____ - _____

PLEASE MAIL ENTRY FORMS, PARENTAL CONSENT, AND RELEASE FORMS WITH PAYMENT TO:

PCSP

ATTN: RANDY O'NEAL

2251 MINERAL WELLS HWY

WEATHERFORD TX 76088

OR EMAIL TO roneal@rwsolutionsinc.com

RECEIPT OF PAYMENT WITH COMPLETED FORMS RESERVES YOUR SLOT!!

MATCHED HORSE RACES

Saturday, September 12, 2020

Books Open at 1:00 p.m.

Race Starts at 3:00 p.m.

MATCHED HORSE RACE RULES

- Applications accepted with a discounted entry fee of \$25 per horse until **August 31st, 2021. Payment required at this link** <https://www.universe.com/events/pcsp-17th-ranch-rodeo-dance-fri-rowdy-decker-sat-jake-hooker-tickets-BXY7QM>
- Entries on the day of the race will be \$50 each, **if** there are any open slots.
- We will only take **50 horses**. Each contestant can enter a maximum of 2 horses in their own name.

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- All horses will need to have a current Health Certificate and Negative Coggins report to be allowed in the gate and onto the PCSP grounds.
- Rider must use a western saddle. The race is a timed event and is ran on a 150-yard length dirt track.
- Horse and rider are accompanied by a pony horse from the finish line area to the start line, where once the Flag Man drops the flag, the rider must pivot their horse around and race to the opposite end of track to cross the finish line.
- The top 6 times will go to the final round of races. The fastest time in the final round will decide the winner.
- A total of \$1,500.00 purse is guaranteed and will be distributed as follows:
 - **1st Place - \$600 + Trophy Buckle a**
 - **2nd Place - \$450**
 - **3rd Place - \$300**
 - **4th Place - \$150**

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

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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.

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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 _____ 2021.

Signature of Contestant

Print Name

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(ONLY COMPLETE IF CONTESTANT IS UNDER THE AGE OF 18)

**MINOR'S RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
AND
PERMISSION TO USE PHOTOGRAPH OR VIDEO IMAGES**

Please read this release carefully, this release pertains to all PCSP Rodeo's & Activities

Contestant name: _____ Age: _____ Date of birth: _____
Address: _____ City: _____ Zip: _____

I/We hereby release, have consent not to sue and discharge the Parker County Sheriff's Posse (PCSP), promoter, participants, rodeo association sanctioning organization or any subdivision thereof, arena operator, arena owner, officials, other participants, any persons in restricted area, promoters, sponsors, advertisers, owners, lessees or premises used to conduct the event and each of them, their officers, members and employees, all for the purpose then in referred to as "Releasees" from all liability to the undersigned, by/our personnel representatives assigns, heirs and next of kin for any and all loss or damage and any claim or demand on account of injury to the participant included, but not limited to, death weather caused by negligence of the "Releasees," or otherwise while the minor is in or upon restricted area and/or competing, officiating in, observing, working for or for any purpose participating in the event.

The restricted area is defined as the arena, chutes, staging areas, approaches thereto and all walkways, concessions and other areas apparent to any such area where any activity related to the event shall take place.

I/We will inform and instruct the said minor participant that upon entering any restricted area the minor must continuously thereafter inspect such restricted area and all portions thereof which the minor enters and which he/she becomes in contact and I/We further warrant that the minor's entry upon such restricted area or areas and his/her participation, if any in the event constitutes an acknowledgement that he/she, (minor) has inspected such restricted area and that he/she finds and accepts the same as being safe and reasonably suited for the prose of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about restricted areas and if he/she feels anything is unsafe, he/she will immediately advise the officials of such and will leave the restricted areas.

The undersigned expressly acknowledge and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and or property damage.

Each of the undersigned parents or legal guardians for the minor participant agrees to identify and save and hold harmless the "Releasees," and each of them from any loss, liability, damage or cost they may incur due to the presence of the said minor in or upon the restricted area or in any way competing, officiating, observing or working for any purpose participating in the event and caused by the negligence of the "Releasees," or otherwise.

I/We, the undersigned, do hereby grant and release the right to the Parker County Sheriff's Posse, it agents, employees, officers, members or licensees (hereinafter referred to as Parker County Sheriff's Posse), to make copies and assume ownership of the photographic or video images of our minor child that are obtained in connection with our child's participation in any and all Parker County Sheriff's Posse activities. I/We authorize the Parker County Sheriff's Posse to copyright, use and publish the same in print and/or electronically.

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I/We agree that the Parker County Sheriff's Posse may use such photograph(s) or video images that are taken of the above-identified Contestant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content. The use of said photographic or video images either in print, electronically or as Web content by any third party for any manner of unlawful or unauthorized purposes shall not be the responsibility of the Parker County Sheriff's Posse.

I/We hereby RELEASE, DISCHARGE AND COVENANT NOT TO SUE the "Releasees" from any and all claims and liability arising out of strict liability or ordinary negligence of "Releasees" or any other party which causes the above referenced member injury, damages or property damage. I/We the undersigned, jointly and severally, covenant to hold "Releasees" harmless and to indemnify "Releasees" from any claim, judgment or expense "Releasees" may incur arising out of the use of the minor child's photographic or electronic image of minor child's participation in the activities of the Parker County Sheriff's Posse.

THE UNDERSIGNED PARENTS OR LEGAL GUARDIANS HAVE READ AND VOLUNTARILY SIGN THE MINOR'S RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS AND INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

 Signature of Father or Mother or Legal Guardian

 Phone Number

 Print Name of Father or Mother or Legal Guardian

 Address

 City, State, Zip

STATE OF TEXAS §
 COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2021 by _____
 _____.

 NOTARY PUBLIC, State of Texas
 My Commission Expires: _____

Emergency Contact Information:

 Name

 Address

 Phone Number

 Relationship to the Contestant