



MAY 13, 2011



Baytown Youth Fair

Chapter/Club Team Rodeo

Entry Form

Events: Chute Roping, Calf dressing, Branding & Goat Ribbon Pulling. (no horses... ropes will be provided)

** Chapter/Club may enter as many teams as wanted. ** Contestants may only compete on ONE team.

Team Name: _____

Team Member 1: _____

Team Member 2: _____

Team Member 3: _____

Team Member 4: _____

Chapter or Club _____

Advisor or Leader: _____

Advisor's or Leader's Phone: _____

Entry Fees: \$40.00 Per Team

Postmark Deadline May 2, 2011

Late Fees after May2, 2011= \$10.00 Extra per team

Walk ups Welcome (Must pay \$10.00 Late Fee)

Money Order or Cashier's Checks Only

*Please include Entry form, Payment

& Release of Liability for each contestant.

** Waiver & release of liability is found @ www.baytownyouthfair.org

1 entry form per team

Mail in Entries

no later than

May 2, 2011

BYF Team Rodeo

29561-A Lazy Pine Drive

Huffman, Texas 77336

281 216 8475

bearkatroper@yahoo.com

BYF Release of Liability, Certification & Supervision.

Part I

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 Baytown Youth Fair, Baytown Fairgrounds, 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 the Baytown Youth Fair 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 Baytown Youth Fair 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 any Released Party, or any agent, attorney or other representative of 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 and HOLD HARMLESS the Released Parties against any and all Claims arising from or related to the undersigned's entry and participation in the Activities – including, but not limited to, the types of Claims enumerated in Paragraph 2. In addition, and without limiting the foregoing, the undersigned agrees to INDEMNIFY the Released Parties for any Claims for injuries to any minors under their care and control and/or his or her parent/guardian, and for any Claims asserted by, through or under the undersigned, arising from or related to the undersigned's entry into and participation in the Activities – including, but not limited to, the types of Claims enumerated in Paragraph 2. As used herein, "INDEMNIFY" means to agree to assume the Released Parties' liability in a situation, thereby relieving them of responsibility, and/or reimbursing the Released Party for Claims asserted against them.
- 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.
- 6. TEXAS LAW AND ARBITRATION:** This agreement is made and entered into in the State of Texas and shall in all respects be interpreted, enforced, and governed under the laws of the State of Texas. All claims, disputes, controversies, differences or other matters in question arising out of the relationship between the Applicant(s) and the Baytown Youth Fair and/or its agents, officers, directors, volunteers, members and assigns, whether resulting from personal injury or otherwise, shall be resolved by binding arbitration in Houston, Harris County, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"), by one or more arbitrators chosen in accordance with the Rules. The decision of the arbitrator(s) shall be final, conclusive and binding on the parties and judgment may be entered thereon in the District Court of Harris County, Texas, to enforce the decision. If any part of this Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of this Agreement. The undersigned agrees to the terms and conditions above, and acknowledges receipt of this Agreement.

Signature – Exhibitor

Date

Name Printed

If the person on whose behalf this Agreement is being executed is a minor, a parent or legal guardian must also execute this Agreement.

Signature-Parent/Guardian

Date

Name Printed

RELATIONSHIP TO MINOR: _____

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

I certify that the certification above is correct and I have informed the exhibitor and parent/guardian of the consequences of stated violations .

Signature-CEA/AST/FCCLA Advisor

Name of Club or Chapter

1 release per CONTESTANT

Notary will be present day of the event with proper identification: \$3