



Junior Show Entry

Exhibitor Name and Age as of June 1, 2022

Name: _____ Age: _____

Address: _____

Email: _____

Phone: _____

Name of Animal	Birth Date	ABBA Registration #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please check each category you are entering:

H Branded Show

Public Speaking

Heritage Progeny Show

Livestock Judging

Showmanship

**HERITAGE CATTLE COMPANY
EXHIBITOR/PARTICIPANT
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in any activities (the "Activities") associated with Heritage Cattle Company, the undersigned hereby enters 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 understand 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 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, limitations, attorneys' fees and court costs, regardless of whether the Claims to be release, 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 Heritage Cattle Company or its present and former officers, employees, subsidiaries, affiliates, volunteers, staff, and/or 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 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.
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 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 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 Release 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 Claim's enumerated in Paragraph 2.

As further inducement to Heritage Cattle Company to permit the undersigned's entry into and participation in the Activities, the undersigned represents that they thoroughly and completely understand that this 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 and Released Party, or any agent, attorney or other representative of any Release Party has influenced the undersigned in causing them to sign this Agreement.

The undersigned understands that this agreement shall be binding on their heirs, executors, successors and assigns, that the Agreement will be governed by the laws of Texas, and that jurisdiction and venue for resolution of any dispute regarding this Agreement shall lie in a District Court in Wharton County, Texas. If any part of this Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of the Agreement. The undersigned agrees to the terms and conditions above and acknowledges receipt of the Agreement.

Signature – Exhibitor/Participant

Date

Name Printed

Signature- Parent/Guardian

Date

Name Printed

The undersigned represents that he/she is the parent/guardian of the exhibitor above and that the signing parent/guardian has the legal right to enroll the child in this activity.

COVID-19 SAFETY ACKNOWLEDGEMENT -- LIABILITY WAIVER AND RELEASE OF CLAIMS

COVID-19 SAFETY INFORMATION: While participating in events held or sponsored by Heritage Cattle Company (“Heritage”) “social distancing” must be practiced and face coverings worn to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, Heritage has put in place preventative measures to reduce the spread of COVID-19. However, Heritage cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19. In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in Heritage events and/or other face to face activities. By attending any event at the Heritage Cattle Company premises, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR: Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact Heritage if he/she experiences symptoms of COVID-19 within 14 days after participating in events or activities at Heritage Cattle Company.

LIABILITY WAIVER AND RELEASE OF CLAIMS: I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation in events or activities at Heritage Cattle Company, and I willingly engage in Heritage’s events and/or other activities (the “Activity”).

RELEASE AND WAIVER. I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST HERITAGE AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE “RELEASED PARTIES”), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY. ASSUMPTION OF THE RISK.

I acknowledge and understand the following: 1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; 2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and 3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE. I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other

symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE 2 THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY. As a participant, volunteer, or attendee, You recognize that your participation, involvement and/or attendance at any Heritage event or activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) Heritage Cattle Company (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Signature – Exhibitor/Participant

Date

Name Printed

Signature- Parent/Guardian

Date

Name Printed

The undersigned represents that he/she is the parent/guardian of the exhibitor above and that the signing parent/guardian has the legal right to consent for the exhibitor.