

Jackson County Youth Fair Mutton Bustin'



Thursday, October 10th and Friday, October 11th

All Performances are at **8 p.m.** at the
Brackenridge Recreation Complex Main Event Center

Mutton Bustin Rules and Information

1. Contestant must be **4 years of age and above and weigh under 65 lbs. (fully clothed)** as of date of competition. Weight limits will be strictly enforced. All contestants will be weighed prior to competition. Protective helmets and vests will be provided.
2. Entry Fee is **\$30** per contestant and ride. Entry fees are non-refundable.
3. Parent/Legal Guardian must sign the Release of Liability form. The Entry Form, Entry Fee and Release of Liability Form must be mailed and received by **October 10th, 2019** to the Jackson County Youth Fair, P.O. Box 457, Edna, Texas 77957. Incomplete entry forms will not be accepted.
4. Number of eligible contestants to ride will be at the Mutton Bustin committee's discretion.
5. Contestants must meet at the Main Arena Roping Pens by **7:30 p.m.** before the performance to weigh-in, obtain contestant number, and receive lineup information.
6. Mutton Bustin is a judged event. Each contestant will receive points based on the length of time of his/her ride. The Mutton Bustin judge's decision is final. In case of a tie where one or more contestants score the same number of points, a coin toss will decide the winner.
7. Trophies will be awarded to the top three contestants of each performance and participant awards to all other riders.
8. Undue roughness or poor sportsmanship will not be allowed. Automatic disqualification at the discretion of the Mutton Bustin committee will occur.
9. All Mutton Bustin winners will take pictures immediately following event at the photo area next to the stage.
10. The Jackson County Youth Fair and its members will not be responsible for any accident that may occur to any participant in the Mutton Bustin; before, during, or after the Jackson County Youth Fair.

**CONTESTANT/PARTICIPANT
JACKSON COUNTY YOUTH FAIR
MUTTON BUSTIN
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 activities (the "Activities") associated with the Jackson County Youth Fair Association, 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 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) associated with or relating to or arising out of the Activities. 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 Jackson County Youth Fair Association or its present and former officers, directors, members, subsidiaries, affiliates, employees, 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 Paragraph 2—and agrees 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.

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.

As further inducement to the Jackson County Youth Fair Association 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.

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 Texas State Court in Jackson 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 this Agreement. The undersigned agrees to the terms and conditions above, and acknowledges receipt of this Agreement.

**CONTESTANT/PARTICIPANT
JACKSON COUNTY YOUTH FAIR
MUTTON BUSTIN
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

Contestant/Participant 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

Printed Name

Date

RELATIONSHIP TO MINOR: _____

Sworn and subscribed before me this ___ day of _____ 20 ____.

NOTARY PUBLIC SIGNATURE

{SEAL}

NOTARY PRINTED NAME