

ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT FOR THE NEWCASTLE RANCH SHOW TEAM

The exhibitor (if a minor, the parent or legal guardian of the minor) acknowledges that there are inherent risks in regards to livestock show activities and equine activities. These inherent risks include the risk of death or bodily injury due to: (1) the propensity of equine or livestock animals to behave in ways that may result in personal injury or death to a person on or around it; (2) the unpredictability of an equine or a livestock animal's reaction to sound, a sudden movement, or an unfamiliar object, person, or other animal; (3) a collision with another animal or object; (4) the potential of a participant to act in a manner that may contribute to injury to the participant or another, including failing to maintain control over the equine or livestock animal or not acting within the participant's ability; (5) with respect to equine activities, certain land conditions and hazards, including surface and subsurface conditions. I, participant/exhibitor (or in the case of a minor, the parent or legal guardian of a participant or exhibitor) hereby acknowledge that I assume the risk of all injury and/or death or property damage through my participation in a show, event, rodeo or fair and as a participant and/or exhibitor, even if the injury or death or property damage is caused in whole or in part by the animal being loaned to me by the Owner of said animal, Newcastle Ranch (Orchel, Jaema, and Tud Krier of Winnsboro, Texas).

RELEASE

I do hereby agree to fully release (if a minor, the parent or legal guardian do hereby agree) the Owner, Newcastle Ranch (Orchel, Jaema, and Tud Krier of Winnsboro, Texas), from any and all claims of any kind or character for personal injury and/or death arising in any way and or manner out of my participation in livestock exhibiting activities. This Release shall apply regardless of whether or not the injury and/or death are caused in whole or in part by the animal being loaned to me by the Owner of said animal, Newcastle Ranch.

INDEMNITY

I, in behalf of myself, my heirs and representatives (if a minor, the parent or legal guardian of the minor) do hereby agree to fully indemnify and hold harmless Newcastle Ranch (Orchel, Jaema, and Tud Krier of Winnsboro, Texas) from any and all claims of any kind or character for personal injury and/or death or property damage arising in any way out of my participation in livestock exhibiting activities, regardless of whether or not such injury and/or death or property damage is caused in whole or in part by the animal being loaned to me by the Owner of said animal, Newcastle Ranch.

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISK OF LIVESTOCK SHOW ACTIVITIES.

WARNING

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

Exhibitor's Name (please print)

Exhibitor's Parent/ Legal Guardian Name (please print)

Exhibitor's Signature

Exhibitor's Parent/Legal Guardian Signature

Date

Date