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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 Hill District Grandstand Show, hereinafter “HDGS”, the undersigned hereby enters into this **RELEASE OF LIABILITY AND INDEMNITY AGREEMENT** (this “Agreement”) as of the date set forth below:

1.ACKNOWLEDGEMENT 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). For purposes of this Agreement, the term “Released Parties” shall mean HDGS, the Cities of Fredericksburg, Llano, Comfort, and Kerrville, Texas, Gillespie, Llano, Kendall, and Kerr Counties, State of Texas and their respective present and former officers, directors, members, council members, commissioners, subsidiaries, affiliates, employees, staff, volunteers, agents and any other person, firm, corporation or entity bound to defend or pay judgments against them. 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 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 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, agents, employees 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.COVID-19:** We need your cooperation to comply with all local and state guidelines and procedures to keep our exhibitors, families and communities safe.

6.PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT: The undersigned grants permission to be photographed, videoed or interviewed in connection with the Activities. The undersigned

understands that any such photograph, video 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.

7.CONFIDENTIALITY: Participant acknowledges that during his/her participation in the Activities that Participant may have access to, receive or become acquainted with certain non-public and confidential information, including but not limited to various trade secrets, inventions, innovations, processes, information, records, membership lists, donor lists, contracts, and specifications owned or licensed by HDGS and/or used by HDGS in connection with the Activities and the operation of HDGS. All such non-public and confidential information is hereinafter called the “Confidential Information” and shall remain the property of HDGS at all times. Participant will keep HDGS’s Confidential Information confidential from all third parties. Participant shall not disclose any of the aforesaid Confidential Information, directly or indirectly, or use any of it in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course and scope of Participant’s participation in the Activities. Participant acknowledges that the Confidential Information is unique and valuable, and that breach of the obligations of this Agreement regarding such Confidential Information will result in irreparable injury to HDGS for which monetary damages alone would not be an adequate remedy. Therefore, Participant agrees that in the event of a breach or threatened breach of such provisions, HDGS shall be entitled to injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. All Confidential Information shall be and remain the property of HDGS, and Participant shall return all of such Confidential Information to HDGS upon the earlier of the termination of this Agreement or Participant’s termination as a member/volunteer of HDGS.

8.COMPLETE AND FINAL RELEASE AND INDEMNITY AGREEMENT: As further inducement to HDGS 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 of the Released Parties, or any agent, attorney or other representative of any of the Released Parties has influenced the undersigned in causing them to sign this Agreement. **MISCELLANEOUS**

PROVISIONS: The undersigned acknowledges receipt of all rules and guidelines that govern or apply to the Activities, and further acknowledges that they have reviewed and will abide by such rules and guidelines. 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 State District Courts in Gillespie, Llano, Kendall or Kerr Counties, 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. **HDGS CERTIFICATION OF ENTRY ACKNOWLEDGEMENT**

OF REGULATIONS: As a condition of my entry, I hereby certify that I have read and am familiar with the rules and regulations of HDGS, including the rules and regulations contained in the current “Hill District Grandstand Show General Rules”, and that my entry, whether one or more, is owned and has been fed, fitted and exhibited in accordance with the regulations. I agree that should this certification prove false, I can be disqualified from further participation in all activities of HDGS and will forfeit all prizes, premiums, privileges, and rights of an exhibitor, including the privilege of selling my entry or any other entry in the youth auction. Should this certificate prove false after the entry or any other entry has been sold by me in the youth auction, I agree that I shall forfeit that portion of the price bid at the auction for the entry. We, the exhibitor, and parent/guardian, have not administered to any entry entered by exhibitor, and to the best of our knowledge, the entry has not received, any substance not approved by the U.S. Food and Drug Administration (FDA) and/or the U.S. Department of agriculture (USDA) for consumption animals hereby being entered in the show. We further certify that we have read and understood the drug residue avoidance policy as set forth in the regulations in the

“Hill District Grandstand Show General Rules”. Veterinarians/Treatment/Medication: We agree to comply with the following for animals requiring emergency treatment while an animal is at HDGS and hereby release HDGS from any and all damages which might arise out of such treatment or related action: A. If an animal requires emergency treatment while on show grounds, a licensed veterinarian will be allowed to administer any drug, chemical or feed additive. An exhibitor may choose any licensed veterinarian, but the species superintendent must be notified in advance, and he/she must be present during treatment. Animals which are administered treatments with a withdrawal or extended elimination time period will be disqualified from competition. All treatment costs are the responsibility of the exhibitor. B. We also authorize HDGS to obtain samples from any exhibit for drug testing and agree to the following disqualification policy of HDGS. Disqualification Policy: If an animal tests positive for drugs, chemicals or feed additives as described above or in the drug residue avoidance policy and/or the carcass is condemned at slaughter, HDGS reserves the right to disqualify any animal. If any animal is disqualified HDGS may require the exhibitor to forfeit all auction sale and/or premium money and forfeit all rights and privileges to exhibit at HDGS in the future and may also subject the exhibitor to such other disciplinary actions as authorized in the regulations, specifically including the drug residue avoidance policy. The class placing will not change if an animal is disqualified. An exhibitor of an animal producing a positive sample of a substance not approved for consumptive animals by federal or state law will be reported to the appropriate law enforcement official for possible criminal prosecution. HDGS IS THE FINAL JUDGE OF COMPLIANCE WITH HDGS REGULATIONS AND POLICIES. **USE OF LIKENESS**

CONSENT: I, the undersigned parent or guardian of the exhibitor identified in the application do hereby acknowledge that I am aware of the intent of HDGS to utilize photographs, video and other likenesses of exhibitors in the events of HDGS in the media, including but not limited to magazines, newspapers, television, promotional literature, social media and in HDGS programs. In consideration of the exhibitor being allowed the privilege of participating in the events of HDGS, I do hereby grant to HDGS the right to use any such photograph, video and other likenesses of my child or ward in the media.

Exhibitor Signature: _____

Parent/Guardian Signature: _____

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they