

# Lone Star High School Rodeo Association

## MEDICAL, MINOR & LIABILITY RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT and COVID-19 WAIVER

In consideration of the undersigned member (Member) being allowed to participate and complete in Lone Star High School Rodeo Association (LSHSRA) and the undersigned Parent(s)/legal guardian of Member (Undersigned Parent(s)) who will be working/assisting in LSHSRA events; we the Member and the Undersigned Parent(s), on behalf of the Member, and for ourselves, our personal representatives, heirs, spouse, parents, siblings, and children, do hereby:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE LSHSRA, the rodeo committee, stock contractor, rodeo association, sponsors, arena operators, or owners and each of them, their officers, agents, and employees, (all hereinafter collectively referred to as Releasees) from any and all claims and liability arising out of strict liability or ordinary negligence of Releasees or any other participant which causes the undersigned injury, death, damages, or property damage. We, the undersigned, jointly, severally and in common, covenant to hold Releasees harmless and to indemnify Releasees from any claim, judgement, or expenses Releasees may incur arising out of any of the undersigned activities, presence in restricted area and/or the use of photographic or electronic images.
2. UNDERSTAND that the undersigned's entry into the restricted area and/or participation in rodeo events contain DANGER AND RISK OF INJURY OR DEATH TO THE UNDERSIGNED, that conditions of the rodeo arena change from time to time and may become more hazardous, that rodeo animals are dangerous and unpredictable and that there is INHERENT DANGER in rodeo which we appreciate and voluntarily assume because the undersigned choose to do so. Each of the undersigned has observed events of the type that the undersigned seeks to participate/assist in. The undersigned further understand that the arena surface, access ways or lack thereof, lighting or lack thereof, and weather conditions all change and pose a danger to the minor. The undersigned further understand that no other contestant or participants pose a danger, but nevertheless, THE UNDERSIGNED EACH VOLUNTARILY ELECT TO ACCEPT ALL RISKS connected with the undersigned's entry in the restricted area and/or participation in any rodeo events.
3. AGREE that this agreement shall apply to any incident, injury, accident, or death occurring from date of the agreement, FOR A PERIOD OF ONE (1) YEAR THEREAFTER or until the Member's association membership expires, which ever shall last occur. All subsequent agreements and release documents signed by any of the undersigned shall amplify, but shall no way limit the provision of this document. The provisions of this document may be cancelled by any one of the undersigned by delivering to the above LSHSRA written cancellation of this agreement which shall be effective twenty-four (24) hours after the date said cancellation is actually received by the LSHSRA.
4. AGREE TO INDEMNIFY the Releasees and each of them from any loss, liability, damage or cost they may incur due to the presence or participation of the undersigned in the described activities whether caused by negligence of the releasees of otherwise. EFFECTIVE DATE AUGUST 1 of applicable rodeo season.
5. GRANT PERMISSION for Member to participate in LSHSRA sanctioned rodeos. By signing this form, the undersigned each agree to abide by all LSHSRA rules explained in the rulebook (which can be located on the website and will be provided with the membership packet). The undersigned release LSHSRA from any and all responsibility of liability for misconduct, personal injury, loss or damage of personal property for Member and/or Parents while participating or being involved in any way whatsoever in any LSHSRA rodeo or function. Furthermore, this release will extend to any LSHSRA activity such as outings, banquets, etc. in which LSHSRA may be involved in.
6. GRANT PERMISSION to LSHSRA to either take or authorize transportation (ambulance) for Member or any working parent to the nearest hospital in case of emergency. We further authorize and give LSHSRA the power to consent to medical and surgical treatment of Member or any working parent during an emergency involving immediate danger to the health and safety of Member or working parent in accordance with 35.01 of the Texas Family Code. The undersigned hereby assume full financial responsibility of any and all medical services rendered for the applicable rodeo season. A copy of this release shall be effective as the signed original.
7. UNDERSTAND that Member's and the undersigned's entry onto the grounds of the event and/or participation in rodeo events during COVID-19 pandemic contains DANGER AND RISK OF ILLNESS, DISEASE, INJURY OR DEATH TO MEMBER and the undersigned, that COVID-19 is highly contagious and that there is INHERENT DANGER in COVID-19 which Member and each of the undersigned appreciate and voluntarily assume because the undersigned choose to do so. EACH UNDERSIGNED VOLUNTARILY ELECT TO ASSUME AND ACCEPT ALL RISKS inherent to COVID-19. WARNING: Under Texas Law (Chapter 87 civil practice and remedies code), LSHSRA is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities.

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Member's Name: \_\_\_\_\_

**WE THE MEMBER AND UNDERSIGNED PARENT(S) HAVE RECEIVED AND READ THE MEDICAL, MINOR & LIABILITY RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT and COVID-19 WAIVER, AND UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. BY EXECUTING BELOW, THE UNDERSIGNED PARENT(S) AND MEMBER HEREBY CERTIFY THEY HAVE FULL LEGAL RIGHTS TO GRANT THE PERMISSION FOR THE MEMBER TO ENGAGE IN THE ACTIVITIES OF LSHSRA AS OUTLINED IN THE DOCUMENT.**

\_\_\_\_\_  
Father Signature Printed Name Phone Number

\_\_\_\_\_  
Mother Signature Printed Name Phone Number

\_\_\_\_\_  
Legal Guardian Signature Printed Name Phone Number

\_\_\_\_\_  
Members Signature Printed Name Phone Number

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_  
personally appear known to me to be the person(s) who executed the foregoing release and acknowledged that he/she signed same as his/her free act and deed

**NOTARY PUBLIC**

**SEAL**