

ADULT'S RELEASE, ASSUMPTION OF RISK, AND
INDEMNITY AGREEMENT
2021 Buck Outs

The undersigned person ("Participant"), being an adult aged 18 years or older, desires to participate in one or more events and activities sponsored, organized, sanctioned, and/or held at facilities provided by the American Fellowship of Cowboy Churches, Built God Tough and/or Cross Brand Cowboy Church of Tyler, Texas ("the Cowboy Church").

Participant represents and warrants the following:

1. The Cowboy Church is an "equine activity sponsor" as defined in Tex. Civ. Prac. & Rem. Code § 87.001(4), and/or a "livestock activity sponsor" as defined in Tex. Civ. Prac. & Rem. Code § 87.001(8), in connection with all activities or events in which Participant will be participating.
2. All events and activities in which Participant will be participating constitute an "equine activity" as defined in Tex. Civ. Prac. & Rem. Code § 87.001(3), and/or a "livestock show" as defined in Tex. Civ. Prac. & Rem. Code § 87.001(7).
3. In connection with all activities or events in which Participant will be participating, Participant is a "participant" as defined in Tex. Civ. Prac. & Rem. Code § 87.001(9).
4. Participant is aware and fully informed that the contemplated activities and events involve DANGER and inherent risk of personal injury, death, and/or property damage. Participant is further fully aware and informed that conditions of the facilities provided by the Cowboy Church change from time to time and may become more hazardous, and that rodeo animals are dangerous and unpredictable. Participant further understands that the facilities' surfaces, access ways or lack thereof, lighting or lack thereof, and weather conditions all change and pose a danger. Participant further understands that other participants, their animals, and their equipment and tack, may pose a danger to Participant.
5. Participant has had a full and adequate opportunity to inspect and examine the equipment and tack, if any, provided by the Cowboy Church and Participant is satisfied that such equipment or tack is not faulty in any manner.
6. Participant represents and warrants that he or she is familiar with the events and activities in which Participant will be participating. Further, Participant is knowledgeable as to the proper means of: 1) safely engaging in all activities or events in which Participant will be participating; and 2) safely managing the equine and livestock animals with which Participant will be participating.
7. Participant is not aware of any physical condition or limitation that would impair Participant's ability to safely engage in activities or events in which Participant will be participating.
8. Participant has had a full and adequate opportunity to inspect and examine the facilities and improvements, if any, provided by the Cowboy Church, including any posted warning signs and notices, and Participant is satisfied that the facilities and improvements are in good order and functioning properly.
9. Participant has had a full and adequate opportunity to review and familiarize himself or herself with Chapter 87 of the Texas Civil Practice & Remedies Code, and the limitations of liability afforded the Cowboy Church by such statute. Further, Participant has had an opportunity to have this Release, Assumption of Risk, and Indemnity Agreement reviewed by an attorney of Participant's choice.

IN CONSIDERATION of the foregoing representations and warranties, as well as the mutual promises and obligations undertaken by Participant and the Cowboy Church, the parties agree as follows:

1. The Cowboy Church agrees to allow Participant to participate in activities and events that are sponsored, organized, sanctioned, and/or held at facilities provided by the Cowboy Church.
2. Participant RELEASES, DISCHARGES AND COVENANTS NOT TO SUE the Cowboy Church, its officers, directors, agents, and employees (all hereinafter collectively referred to as the "Released Parties") from any and all claims and liability arising out of strict liability or ordinary negligence of the Released Parties or any other participant which causes Participant personal injury, death, or property damage. PARTICIPANT COVENANTS TO HOLD THE RELEASED PARTIES HARMLESS AND TO INDEMNIFY RELEASED PARTIES FROM ALL CLAIMS, JUDGMENTS, AND/OR EXPENSES THE RELEASED PARTIES MAY INCUR ARISING OUT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES AND EVENTS THAT ARE SPONSORED, ORGANIZED, SANCTIONED, AND/OR HELD AT FACILITIES PROVIDED BY THE COWBOY CHURCH. PARTICIPANT'S INDEMNITY OBLIGATION EXTENDS TO ACTS AND OMISSIONS CAUSED BY THE SOLE AND CONCURRENT NEGLIGENCE OF THE COWBOY CHURCH.
3. Participant VOLUNTARILY ELECTS TO ACCEPT ALL RISKS connected with his or her participation in any activities or events sponsored, organized, sanctioned, and/or held at facilities provided by the Cowboy Church.
4. Participant agrees that this Release, Assumption of Risk, and Indemnity Agreement shall remain in full force and effect and shall apply to all incidents, injuries, accidents or death occurring in connection with his or her participation in any activities or events sponsored, organized, sanctioned, and/or held at facilities provided by the Cowboy Church. All subsequent agreements and release documents signed by Participant shall amplify, but shall in no way limit, the provisions of this document. The provisions of this document may be cancelled by either of the parties by delivering to the other party written cancellation of this agreement, which shall be effective 24 hours after the date said cancellation is actually received.
5. All references in this document to any statute shall include reference to any successor.

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 RISKS OF LIVESTOCK SHOW ACTIVITIES.

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 PARTICIPANT

Signature _____ Date _____

Printed Name: _____

Home #: _____

Address: _____

Cell#: _____

DL#: _____

Cross Brand Cowboy Church

By: _____

Printed Name: _____

Title: _____

Emergency Contact: _____ Phone: _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ and who after being duly sworn, did depose and say that they have signed the foregoing Release, Assumption of Risk, and Indemnity Agreement and executed same for the purposes and consideration expressed therein.

SUBSCRIBED AND SWORN TO BEFORE ME, on this ____ day of _____, 2020

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS