

## Texas NBHA

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

NBHA District \_\_\_\_\_ *Please Make Checks Payable to Texas NBHA*  
**Mail to: PO Box 291, Vernon, TX 76385**

Horses Registered or Barn Name <i>(Reports to Equi-Stat)</i>	Diamond Classic	C/O Open Time to Class (es)	Fri Slack Open 5D \$100	Fri Open 5D \$100	Fri Youth 4D 18 & U \$40	Fri Adult 4D 19 to 49 \$40	Fri Senior 4D 50+ \$40	Fri High Stakes 3D \$300	Sat Open 5D \$100	Sat Youth 4D 18 & U \$40	Sat Adult 4D 19 to 49 \$40	Sat Senior 4D 50+ \$40	Sat High Stakes 3D \$300	Sat Open Jack pot \$50	Amt Due	
1																\$
2																\$
3																\$
4																\$
5																\$
<b>Total Amount for Entries:</b>															\$	
<b>Office Fee:</b>												\$15	or	\$20	\$	
<b>Exhibitions: ONLINE ONLY 6/3-5</b>															XXX	
<b>Stalls &amp; RV: \$35 a night (Circle)</b>		<b>Stalls:</b>	<b>Thurs</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>	<b>RVs:</b>	<b>Thurs</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>	#	x	\$35		
<b>Late Fee (Postmark 5/20)</b>														\$20		
<b>Total Amount Due:</b>															\$	

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 ODE), 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

I hereby understand the inherent risk of this sport. Furthermore, I as participant (or parent/guardian), agree to indemnify and hold harmless Texas NBHA, its officers, agents, management, contractors, employees and volunteers free from any known or unknown liabilities, injury, death, claim, expense (including legal fees), cause of action, or damage (including but not limited to injury to or resulting in death from COVID-19) of any kind whatsoever which might be asserted by me, on my behalf, or my child's behalf. I further agree to indemnify and hold harmless Texas NBHA aforementioned parties for any injury or death of any animal and/or loss, disappearance, theft or damage to any property while in or upon the premises of a Texas NBHA sponsored event. By the appearance of my signature, indicated below, I certify that I am 18 (eighteen) years of age or older, or that I am the parent or legal guardian of the participant/entrant who is under the age of 18 (eighteen). I further certify that I have available at the request of Texas NBHA, State and/or Local Authorities, event producer, facility owner/manager a Negative, current to date, Coggins (EIA) Test on EACH animal that I bring on event grounds. I understand that if Texas NBHA, State and/or Local Authorities, event producer, facility owner/manager require presentation of said test records and I cannot present a NEGATIVE COGGINS (EIA) TEST per any one (1) animal. I will be personally responsible for any fine, fees and/or cost related to this violation and further, will indemnify and hold harmless Texas NBHA, event producer, or facility owner/manager for any said fees or costs and/or fines incurred.

\_\_\_\_\_  
Signature (must be signed by a parent or legal guardian for minors)

\_\_\_\_\_  
Date

**NBHA ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY,  
AND INDEMNIFICATION AGREEMENT**

I [PRINT NAME HERE] \_\_\_\_\_ (hereinafter referred to as "Contestant", which term includes the parent or legally-appointed Guardian of Contestant, if the Contestant is a minor), am freely and voluntarily seeking to participate in a barrel racing event covered by the foregoing entry form (hereinafter referred to as "Event"). The Event is being produced and sponsored in whole or in part by MCC Events, L.L.C., d/b/a National Barrel Horse Association (hereinafter, together with its sponsors, managers, property owners, officials, and affiliates and their respective directors, officers, members, employees, agents, volunteers, representatives, and designated officials of the National Barrel Horse Association, collectively referred to as "the Event Sponsor"). Contestant acknowledges that he or she has no property or other right to participate in the Event and that Contestant can participate in the Event only with the consent of the Event Sponsor.

In consideration of the Event Sponsor allowing Contestant to participate in the Event, Contestant agrees as follows:

1. *Inherent Risks of Equine Activities/Assumption of Risks.* Contestant acknowledges that there are numerous inherent risks of equine activities, whether preparing for, entering, attending, participating in, or leaving the Event. The inherent risks include those dangers and conditions which are an integral part of equine activities, including, *but not limited to:* (a) the propensity of an equine or other animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; (c) certain hazards such as surface or subsurface conditions; (d) collisions with other animals or objects; (e) the potential of a participant or other contestant to act in a negligent manner that may contribute to injury to the participant, Contestant, or others, such as failing to maintain control over the equine or not acting within his or her ability; (f) the breakage or failure of tack or other equipment; and (g) the potential that an equine or animal may suffer an injury or lose its footing or balance resulting in a fall or other movement that causes injury or harm to the rider or other persons or animals in the vicinity. *Contestant is not relying on Event Sponsor to list all possible inherent risks or all risks of participating in the Event.*

2. *Waiver and Release of Liability.*

(a) With full knowledge and appreciation of these and other inherent risks of equine activities, Contestant freely and voluntarily assumes the risks of the equine activities involved in any aspect of the Event. In this connection, Contestant also voluntarily agrees to waive any and all rights to sue and hereby releases the Event Sponsor from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of the Event, or resulting from any action or inaction by the Event Sponsor. This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by, actions or failure to act of the Event Sponsor and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities. Neither Contestant nor Contestant's representatives shall make any claim against, maintain an action against, or recover from the Event Sponsor or its sponsors, directors, officers, members, employees, agents, volunteers, representatives, designated officials, or others acting on their behalf for injury, loss, damage or death of the Contestant or to the Contestant's horse or personal property (regardless of whether the Event Sponsor was negligent or somehow violated an applicable law pertaining to equine activities.)

(b) Contestant and Contestant's representatives also waive and release all other claims whatsoever against the Event Sponsor, whether in tort or contract, or whether arising under any state or federal statute, in any way connected with Contestant's registration to participate in an Event, participation in an Event, or membership in the NBHA. Contestant's exclusive remedy for any dispute with the Event Sponsor shall be as provided in Paragraph 4 hereof.

3. *Indemnification.* Contestant hereby agrees to indemnify and hold harmless the Event Sponsor from any liability, claim, loss, action or expenses asserted against or incurred by the Event Sponsor for damages arising out of the actions or inactions of the Contestant and Contestant's employees, agents, representatives, trainers, animals, independent contractors, or others acting on their behalf. The term "expenses" shall include, but not be limited to, attorney fees, court costs, investigation costs, and other expenses incurred in the defense of any matter asserted which may be covered by this indemnification provision.

4. *Compliance with NBHA Rules.* Contestant understands and agrees that every entry at a recognized National Barrel Horse Association (hereinafter NBHA) event, including the Event, shall constitute an agreement that the Contestant (including the horse owner, lessee, trainer, manager, agent, coach, rider, and the horse) shall be subject to the NBHA Constitution and Rule Book as well as the applicable rules of competition. Unless otherwise provided for in this Assumption of Risk, Waiver and Release of Liability agreement, any disputes between Contestant and the Event Sponsor in regard to the Event shall be governed by the NBHA Rule Book and Contestant's sole and complete remedy for any dispute is an appeal to a proper appellate body, committee, or such entities or bodies as identified for such disputes in the NBHA Rule Book.