



UNCONDITIONAL RELEASE

Full and Unconditional Release for Participation in any USTRC Event



PARTICIPANT HAS READ AND VOLUNTARILY AGREES TO THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

AGREEMENT on this form, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made. By participating I acknowledge that I have been sufficiently informed of the risks involved by my own free act and deed; that by participating I give voluntary consent with full intention to be bound by the same, and free from any inducement or representation. Whether signed or not, by participating, I agree that this waiver will remain effective from time of entry at any USTRC event, including qualifiers forward whenever I participate in any USTRC event.

Each participant is fully aware, completely understands, and accepts that participation in any USTRC Event, whether as a contestant, independent contractor, employee, volunteer, exhibitor, sponsor or spectator, is dangerous and that the events and activities associated with, relating to, arising out of, and concerning this participation present substantial, serious, and real risks of personal injury or death to the participant, and the loss of, damage to, or destruction of the participant's personal property including livestock. Participant further acknowledges, that The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets I acknowledge its risks of contraction. I am fully and personally responsible for my own safety and actions while and during my participation and I recognize that I may be at risk of contracting COVID-19 and may be unintentionally exposed and harmed due to COVID-19. With full knowledge of the risks involved, I hereby release, waive, and discharge per this release, liability for all claims related to COVID-19.

In Consideration of being permitted to participate in, enter upon any venue or any facility including the **City of Fort Worth, Will Rogers Memorial Center** and associated facilities for the event of the Cinch USTRC National Finals of Team Roping and its individual qualification events, I and all persons under my management and control including minor children, acknowledge the dangers inherent with COVID-19, the dangers inherent in horse related events, and in the use of the facilities. I fully and completely accept and assume these substantial, serious, and real risks whether or not apparent, known, unknown, foreseen, unforeseen, present, or contingent, and whether or not caused by any negligence of the RELEASED PARTIES (as defined below), or the negligence of any contestant, volunteer or spectator including but not limited to, any negligence associated with the design or designing, staging, supervising, maintaining or in any way presenting, conducting or sponsoring the Event, further I agree to use extraordinary care and prudence in my activities and those of charges, and do: **HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the organizers or any subdivision thereof, chairmen, agents, officials, City of Fort Worth dba Will Rogers Memorial Center and associated facilities, any other facilities used for a USTRC event, Equine Network, LLC, dba United States Team Roping Championships (USTRC), its sponsors, and each of their agents, servants, employees, and representatives (collectively, the "RELEASED PARTIES"); and **HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the RELEASED PARTIES from any claim, demand, or liability for personal injuries or property damage arising from participation or use and enjoyment of the event and facilities.

PROMOTIONAL MATERIALS: As a Participant(s) I grant permission to the United States Team Roping Championships and its assigns/or the Will Rogers Memorial Center or its assigns to use photographs, videos, recordings and/or words said by participants in its promotional and advertising materials without notification or compensation.

ASSURANCES. As a participant I fully understand and agree that this Release is to be interpreted and applied in the broadest and most comprehensive manner in favor of the RELEASED PARTIES. As a participant I agree that I have full power authority, capacity and right without limitation to sign, deliver and perform this release. This release shall be and is binding upon the participants and his/her spouse, legal representatives, heirs, successors, and assigns. The participant agrees that the laws of the States of New Mexico govern this Participation Release. The participant also agrees that upon entry to any event, I have read and understand said agreement whether the signature has been returned or not.

ARBITRATION.

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Dispute Resolution: In the event of any dispute relating to this Agreement, the relationship between Equine Network, LLC ("EN") and you (including but not limited to your membership in the WSTR and/or USTRC or as a Key Card holder), or any other dispute between EN and you (including but not limited to disputes regarding any claim, demand, or liability for personal injuries or property damage arising from participation or use and enjoyment of any sponsored event and facilities, claims of negligence, breach of contract, fraud or any claims based upon a written law and any disputes concerning any agents, partners, employees, officers, insurers, related entities, or persons of either you or EN), both EN and you agree to final and binding arbitration before a single neutral arbitrator (the "Arbitrator") applying New Mexico law, including in connection with any issue relating to the scope or proper interpretation of this arbitration obligation.

Either party may initiate the arbitration process by filing an initiating document with American Arbitration Association ("AAA"), or alternatively a mutually agreed upon arbitrator or arbitration service, under the applicable commercial arbitration rules for the AAA or the mutually agreed upon arbitration service. Unless otherwise required by applicable law, the arbitration will be conducted in Albuquerque, New Mexico.

EN and you agree to share equally in the cost of the arbitration, except that each side is responsible for its own attorney's fees and costs, unless the Arbitrator determines that a claim or defense was put forward in bad faith or in a frivolous manner, resulting in a reallocation of fees or costs as the Arbitrator may reasonably decide.

Unless this provision is prohibited by applicable law, you expressly represent and agree that in any dispute or arbitration proceeding, you can and will only seek to represent and advance your own interests; you shall be prohibited from seeking to assert a claim on behalf of any other party or person, either on a multi-party, representative, or class action basis; and in no event shall you be entitled to seek punitive or exemplary damages, or consequential or remote damages, in the absence of proof of knowing and intentional misconduct expressly approved or ratified by EN.

It is important that you make an informed decision about the implications of arbitration and that you understand the advantages and disadvantages of forgoing a judicial forum and proceeding with arbitration if a dispute arises. You agree that this dispute resolution process is not required by law, regulation, or ethical standard, but is an important provision to EN that is required in the acceptance of your membership to participate in a WSTR and/or USTRC event. By entering into this binding arbitration provision, you agree and acknowledge that:

- You and EN are waiving the right to submit the dispute to a judge or jury, although you and EN both retain the right to seek immediate injunctive or declaratory relief, including relief by ex parte expedited proceedings, in the case of breaches of confidence or violations of law or equity that require immediate judicial intervention in the protection of either, or both, parties' protected privacy, safety, or ethical rights or interests;
- Pre-arbitration discovery is generally more limited, and different from, the discovery allowed in court proceedings, and you and EN jointly request that the Arbitrator affirmatively prohibit discovery unless it is deemed actually necessary to the preparation of a party's case, in conformity with principles of due process, with the Arbitrator still directed to impose reasonable time, manner, and location limitations in order to expedite the discovery and overall resolution of the dispute;
- The Arbitrator's award is not required to include factual findings or legal reasonings, and it may contain factual or legal errors that cannot be reviewed on appeal or through separate legal challenge;
- This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. ("FAA");
- The Arbitrator is entitled to grant any remedy that an administrative agency, court, or jury would be entitled to issue, except for those damages or limitations noted above; and
- Judgment on any arbitration award may be entered in any court having jurisdiction, and the parties consent to the jurisdiction of the state or federal district court for the purpose of entry of the Judgment and any requirements contained therein.

By signing this Agreement and becoming a member of WSTR and/or USTRC or a Key Card holder, you warrant that you have received sufficient information regarding the arbitration process and have had the opportunity to seek any advice from independent counsel in reviewing the Agreement and its arbitration provision, allowing you to make an informed decision with respect to forgoing a judicial forum. In addition to the information about arbitration provided above, the rules and regulations for arbitrations conducted by the AAA are available for review on their website at www.adr.org. If you have any questions, you may contact consult your own independent counsel.

Further, Equine Network, LLC, dba, United States Team Roping Championships **has the right to refuse entry to anyone for any reason** it deems necessary, including but not limited to classification issues.

If signing for any minors under eighteen (18) years old, please list the names, ages, and relationship to you on this release.

Sign: _____ Print Name: _____ Date: _____

Sign: _____ Print Name: _____ Date: _____

Minors Name: _____
Relationship to Signer: _____
Age: _____

Questions or concerns should be directed to the USTRC Office at 505-899-1870.
USTRC: 7500 Alamo Rd NW Albuquerque, NM 87120, infoustrc@equinenetwork.com or fax 505-792-3143.