

# COVID-19 Stars & Stripes Spectacular

(Please Print Clearly or Type and fill in all blanks)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone #: \_\_\_\_\_ DOB: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

## COVID-19 RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of the above-named ("Participant") being allowed to participate and compete in 2020 Stars & Stripes Spectacular events, we, the Participant, and the UNDERSIGNED parent(s) or legal guardian of the Participant, on behalf of the Participant, and for ourselves, our personal representatives, heirs, spouse, parents, siblings, and children, do hereby:

1. ACKNOWLEDGE THE EXPRESS ASSUMPTION OF RISK: PARTICIPANT hereby acknowledges and understands that the World Health Organization has declared COVID-19 a worldwide pandemic. COVID-19 is extremely contagious and spreads mainly from person-to-person contact. Based on currently available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions may have a higher risk for severe illness from COVID-19. There have been recommended guidelines and preventative measures put in place to reduce the spread of COVID-19; however, it CANNOT GUARANTEE that PARTICIPANT will not become exposed to or infected with COVID-19, despite reasonable efforts to mitigate such dangers. Furthermore, the Activities could increase PARTICIPANT'S risk of contracting COVID-19. By signing this Agreement, PARTICIPANT acknowledges the extremely contagious nature of COVID-19 and voluntarily assumes the risk that PARTICIPANT may be exposed to or infected with COVID-19 from the Activities, and that such exposure or infection may involve the RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH. PARTICIPANT understands that the risk of becoming exposed to or infected with COVID-19 by PARTICIPANT'S participation in the Activities may result from the actions, omissions, or negligence of others and/or PARTICIPANT, including, but not limited to, the RELEASEES (as defined below). PARTICIPANT hereby expressly assumes all such risks and dangers whether presently known or unknown.
2. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the **STARS & STRIPES SPECTACULAR, the APPALOOSA HORSE CLUB, the WILL ROGERS MEMORIAL CENTER, the CITY OF FORT WORTH, TARRANT COUNTY, the STATE OF TEXAS or their respective present and former officers, directors, members, sponsors, subsidiaries, affiliates, employees, volunteers, volunteer workers, vendors, staff, and agents and any other person, firm or corporation bound to defend or pay judgments against them**, and any claims or demands therefore, on account of the Participant's or the undersigned's injury, illness, disease or death from the COVID-19 coronavirus, which occurs as a result of the Participant's or any of the undersigned's entrance onto the Will Rogers Memorial Center grounds and/or participation as a contestant, assistant, official or otherwise in any event, whether such injury, sickness, disease or death is caused by the negligence or other wrongful conduct of, strict liability or otherwise by, one or more of the Releasees or any contestants, participants, spectators or other individuals at the Will Rogers Memorial Center grounds.
3. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto the Will Rogers Memorial Center grounds and/or participation in any events, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory.
4. UNDERSTAND that Participant's and the undersigned's entry onto the Will Rogers Memorial Center grounds and/or participation in events during the COVID-19 pandemic contains DANGER AND RISK OF ILLNESS, DISEASE, INJURY OR DEATH TO PARTICIPANT and the undersigned, that COVID-19 is highly contagious, and that there is INHERENT DANGER in COVID-19 which the Participant and each of the undersigned appreciate and voluntarily assume because we choose to do so. WE EACH VOLUNTARILY ELECT TO ASSUME AND ACCEPT ALL RISKS inherent in COVID-19.
5. AGREE to comply with all federal, state and local laws and regulations and all security policies and procedures of the Appaloosa Horse Club, Will Rogers Memorial Center, City of Fort Worth, Tarrant County, and the State of Texas relating to COVID-19. We each understand that the Participant may be denied entrance to the Will Rogers Memorial Center grounds and not allowed to participate or continue to participate in the event based on any medical check-in requirements and continuing medical requirements during the duration of the event. The undersigned agree that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are in addition to binding themselves, binding the Participant to the maximum extent permitted by applicable law.

WE HAVE READ THIS RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE, AND INTEND THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW.

\_\_\_\_\_  
Signature of Parent or Legal Guardian (if participant is under 18 years of age)

\_\_\_\_\_  
Print Clearly or Type Name of Legal Guardian

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Print Clearly or Type Name of Participant

Please return completed form no later than **OCTOBER 9, 2020**, to: Appaloosa Horse Club Performance Department  
2720 W Pullman Road  
Moscow, ID 83842  
Fax: 208.882.8150