

UNCONDITIONAL RELEASE

Full and Unconditional Release for Participation in any Riata Event

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

contained in this document (this “Release”) and 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, that I enter into this Release of my own free act and deed; and that, by participating, I give voluntary consent with full intention to be bound by the same, free from any outside inducement or reliance. Whether or not this Release is signed, by participating, I agree that this Release will remain effective upon my entry to any Riata Buckle event and during any subsequent participation in any Riata Buckle event.

I acknowledge, understand, and accept that participation in any Riata Buckle 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 me, and loss of, damage to, or destruction of my personal property, including livestock. With full knowledge of the risks involved, I acknowledge and agree to the release, waiver, discharge, and covenant not to sue set forth below, which applies to all claims related to my involvement or participation. Further, I will make myself aware of the arena’s field of competition and will assess any conditions or potential dangers that may exist; if I participate, I accept full responsibility for the inherent risk.

In consideration of being permitted to participate in, attend, enter upon or use any venue or facility, including, without limitation, the **Lazy E Arena in Guthrie, Oklahoma** and/ or the **South Point Equestrian Event Center, Las Vegas, NV** associated facilities for the event known as the **RIATA BUCKLE CHAMPIONSHIPS or RIATA DAY AT THE WSTR FINALE** (the “Event”), I, for myself and for any and all persons under my supervision or control, including minor children, acknowledge the dangers inherent in horse-related events and activities, and of the use of any 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 by the negligence of any contestant, volunteer, employee or spectator, including, but not limited to, any negligence associated with the design, staging, supervision, maintenance, presentation, conduct or sponsorship of the Event. Further, I agree to use extraordinary care and prudence in my activities and those of the persons under my supervision and, to the fullest extent permitted by law, I: **HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** (a) Riata Buckle, LLC; Equine Network, LLC; its parents, subsidiaries, and affiliates; and each of their respective members, managers, equity holders, partners, officers, directors, employees, volunteers, contractors, agents, attorneys, and other representatives; (b) the owners, operators, managers, lessors, and lessees of any venue or facility used for any Riata Buckle event, including Lazy E Arena and associated facilities; (c) Event organizers, officials, judges, announcers, and sponsors; and (d) each of the foregoing parties’ past, present, and future successors and assigns (collectively, the “RELEASED PARTIES”); and **HEREBY FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS** the RELEASED PARTIES from and against any and all claims, demands, causes of action, liabilities, damages, losses and costs (including attorneys’ fees) arising out of or related to my participation in or attendance at the Event or my presence at or use of any venue or facility, including claims asserted by or on behalf of any minor or other person under my supervision or control.

PROMOTIONAL MATERIALS: As a participant, I grant to Riata Buckle, LLC and its designees a perpetual, worldwide, royalty-free license to use my name, image, likeness, voice, biographical information, and any photographs, videos, recordings and/or quotations of me, as well as images and recordings of my horse(s), in Riata Buckle’s promotional and advertising materials in any media now known or later developed, without further notice 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. I have full power, authority, capacity and right, without limitation, to sign, deliver and perform this Release. This Release shall be binding upon my spouse, legal representatives, heirs, successors, and assigns. I agree that the laws of the State of New Mexico govern this Release. Upon my entry to any Event, I affirm that I have read and understand this Release, whether or not a signed copy has been returned.

SEVERABILITY. Whenever possible, each provision of this Release shall be interpreted to be effective and valid under applicable law. If any provision of this Release is held invalid, illegal, or unenforceable under any applicable law of any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of any other provision in this Release in such jurisdiction or affect the validity, legality, or enforceability of any provision of this Release in any other jurisdiction, and this Release shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARBITRATION. PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. In the event of any dispute relating to this Release, the relationship between Riata Buckle, LLC and me (including but not limited to my membership in the WSTR and/or RIATA BUCKLE nomination program), or any other dispute between Riata Buckle, LLC and me (including but not limited to disputes regarding any claim, demand, or liability for personal injuries or property damage arising from participation and/or use and enjoyment of any sponsored event or facilities, claims of negligence, breach of contract, fraud or any claims based upon law, and any disputes concerning any of my or Riata Buckle, LLC’s agents, partners, employees, officers, insurers, related entities or persons), the parties 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 the American Arbitration Association (“AAA”), or alternatively with a mutually agreed upon arbitrator or arbitration service, under the applicable commercial arbitration rules of the AAA or the mutually agreed upon arbitration service. Unless otherwise required by applicable law, the arbitration will be conducted in Albuquerque, New Mexico.

Riata Buckle, LLC and I agree to share equally 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**, I expressly represent and agree that in any dispute or arbitration proceeding, I can and will only seek to represent and advance my own interests; I 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 am I 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 Riata Buckle, LLC.

It is important that I make an informed decision about the implications of arbitration and that I understand the advantages and disadvantages of foregoing a judicial forum and proceeding with arbitration if a dispute arises. The parties acknowledge that this dispute resolution process is a material condition of participation in any WSTR-sanctioned Riata Buckle and Riata Buckle, LLC. ~~By entering into this submission to arbitration, I agree and understand that Riata BUCKLE, LLC 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 than the discovery allowed in court proceedings, and I and RIATA BUCKLE, LLC jointly request that the Arbitrator prohibit discovery unless it is actually necessary to the preparation of a party’s case, in conformity with principles of due process, with the Arbitrator 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 reasoning, and it may contain factual or legal errors that cannot be reviewed on appeal or through separate legal challenge;
- This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (“FAA”);
- The Arbitrator may grant any remedy that an administrative agency, court, or jury could 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 any state or federal district court with the purpose of entry of the Judgment and any requirements contained therein.

When becoming a member of WSTR and/or participating in a Riata Buckle event, I represent that I have received sufficient information regarding the arbitration process and have had the opportunity to seek advice from independent counsel in reviewing this Release and its arbitration provision, allowing me 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 I have any questions, I may consult independent counsel.

Further, Riata Buckle, LLC reserves the right to refuse entry to anyone for any reason it reasonably deems appropriate, including but not limited to rules violations, in which case all fees paid by participants will be forfeited.

If I am signing for any minors under eighteen (18) years old, I have listed their names, ages, and relationship to me on this release.

Sign: _____ Print Name: _____ Date: _____

Minor’s Name _____ Relationship to Signer _____ Age _____