

2024 CALF SCRAMBLE APPLICATION

Entry Deadline: Dec. 1, 2023

Mail complete packet to: HLSR Calf Scramble, NRG Center, 3 NRG Park, Houston, TX 77054 www.rodeohouston.com Questions: calfscramble@rodeohouston.com

NOT AN OFFICIAL ENTRY DOCUMENT. ENTRY MUST BE MADE ONLINE BY CEA OR AST.

Please type or print.

	plicant's Legal NameSocial Security #							
	Applicant's Legal Name Phonetic Spelling							
	Applicant's Mailing Address	City		State	e <u>TX</u> Zip			
MA	Applicant's Cell Phone	Emai	I					
Ч Ч	Applicant's Birthdate	Grade	Weight	lbs.	Sex: M 🗌 F 📃			
	Parent or Guardian's Legal Name							
AN	Parent/Guardian's Primary Phone	E-mai	I					
	Name of County 4-H or FFA Chapter							
A	Name of County Extension Agent or Ag Teacher_			Cell Phor	ne			
	Please list any allergies to medications you may ha	ave:						
MA	Do you have asthma? Yes No If yes, plea	ase bring inhaler or proper treatm	nent medication wi	th you to sc	ramble.			
ř Š	Have you been treated for any major illnesses in th	ne past 12 months? Yes No	🗌 lf ves, please e	explain:				
	- ,							
	Please list any accommodations you may require due to your personal health/medical conditions:							
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	Please list five scramble dates, in order of preference. Scramble is each night from Feb. 27 - March 16, 2024.							
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SPECIAL REQUESTS	2							
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Houston Livestock Show and Rodeo[™] 2024 CALF SCRAMBLE PARTICIPANT CERTIFICATION

		<u>INITIAL</u>
1.	I certify that I have not been awarded an HLSR Calf	
	Scramble Purchase Certificate in any year prior to 2024.	
2.	I understand that I have to purchase a calf (steer or heifer) for	
	my Calf Scramble project.	
3.	I understand that HLSR will pay the breeder \$1,750 for the	
	calf I select once all paperwork has been signed and returned	
	to HLSR.	
4.	I understand that any purchase amount over \$1,750 will be	
	paid by me to the breeder if my animal costs more than the	
	purchase certificate amount (unless combining certificates	
Б	with another show).	
5.	I understand that there will be ongoing costs with this project including, but not limited to feed, equipment, potential vet bills,	
	and travel to the show that I am responsible for.	
6.	I understand that purchasing a calf is a major commitment	
0.	and fully understand the responsibility I am assuming in:	
	a. Feeding the calf at least twice a day	
	b. Leading and grooming the calf daily	
	c. Abiding by the rules set forth by the Calf Scramble	
	program and the exhibitor handbook	
	d. Submitting reports online monthly	
	e. Writing a Thank You note to my donor and keeping	
	them informed about my project during the entire program	
	f. Submitting my essays on time	
7.	I will notify the Calf Scramble Office of any changes to my	
	address, e-mail, or phone numbers within 24 hours of the	
0	change.	
8.	I will notify the Calf Scramble Office of any issues or	
9.	problems with my calf project. I understand that I may not sell or transfer ownership of my	
9.	calf without the consent of Houston Livestock Show and Rodeo.	
10.	I understand that if I don't fulfill all requirements as listed in	
10.	the Calf Scramble Handbook, the premiums awarded	
	upon completion of the project will be withheld and I may be	
	required to remit payment to the Houston Livestock Show and	
	Rodeo for the value of my purchase certificate (\$1,750). In	

I certify that I have read and will abide by the above rules to in order to participate in the Calf Scramble Program:

addition, any super scramble premiums awarded must be

repaid.

Scrambler Signature: ______ Scrambler Parent Signature: ______ CEA/AST Signature: ______



As valid consideration for entry into and participation in activities (the "Activities") with Houston Livestock Show and Rodeo, Inc., Houston Livestock Show and Rodeo Educational Fund and Corral Club, Inc. (collectively, "HLSR"), the undersigned hereby enter into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement").

1. <u>INVITATIONAL SHOW</u>: The Houston Livestock Show is an invitational show, and the Houston Livestock Show and Rodeo reserves the right to extend or withhold an invitation to any Exhibitor or Contestant.

2. <u>ACKNOWLEDGMENT OF RISKS</u>: The undersigned recognize and understand there are risks associated with entry into and participation in the Activities including, but not limited to, bodily injury or death, and damage to property or privacy rights. The undersigned further acknowledge that they will be liable for all damage to persons, livestock, or property that is caused by them or any persons (including, but not limited to, minors) under their care and control, and that arise out of, or are related to, the undersigned's entry into and participation in the Activities. UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES. 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.

3. <u>RELEASE FROM LIABILITY</u>: The undersigned hereby RELEASE, ACQUIT AND FOREVER DISCHARGE HLSR, its subsidiaries and affiliates and its and their present and former directors, officers, employees, agents, volunteers, and representatives and the respective heirs, administrators, executors, successors and assigns (collectively, the "HLSR Parties" or individually, an "HLSR Party") from any and all claims, causes of action, suits, demands, settlements, judgments and/or expenses (including reasonable attorneys' fees) for personal injury, death and/or property damage, accrued or to accrue in the future, known or unknown, (collectively, "Claims") relating to or arising out of any negligent acts in connection with his/her entry into and participation in the Activities, including but not limited to the NEGLIGENT ACTIONS OF THE HLSR PARTIES, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS. Without limiting the foregoing, the undersigned agree that the HLSR Parties shall not be liable to him/her, his/her family, heirs, administrators, executors or assigns for Claims arising from or related to the undersigned's entry into and participation in the Activities.

4. <u>AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:</u> THE UNDERSIGNED AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE HLSR PARTIES from any and all Claims, including, but not limited to, Claims resulting from THE HLSR PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS; provided, however, that the duty of the undersigned to defend, indemnify and hold harmless the HLSR Parties shall extend only to Claims arising directly or indirectly from the undersigned's entry into and participation in the Activities. As used herein, "INDEMNIFY" means to agree to assume the HLSR Parties' liability as to any and all claims, causes of action, suits, demands, settlements, judgments, and/or expenses (including, but not limited to, reasonable attorneys' fees) made by, through, or under the undersigned against the HLSR Parties related to the undersigned's entry into and participation in the Activities.

5. <u>CONSENT TO MEDICAL TREATMENT</u>: The undersigned parent/guardian AUTHORIZES AND CONSENTS to medical treatment determined to be necessary for the welfare of the minor named below and understands and agrees that such treatment will be provided by HLSR Parties who are medically or emergency trained volunteers and/or contractors. The undersigned agree to RELEASE AND INDEMNIFY HLSR as provided above for any Claims related thereto.

6. <u>PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY</u>: The undersigned GRANT PERMISSION to be PHOTOGRAPHED, VIDEOED, RECORDED and/or INTERVIEWED in connection with the Activities. The undersigned understand that such photographs, videos, recordings and/or interviews may be used by HLSR for television, film, video, visual, or printed media. The undersigned agree to RELEASE and INDEMNIFY HLSR as provided above for any Claims related to photographs, videos, recordings and/or interviews by the HLSR Parties and/or any media.

7. TEXAS LAW: The undersigned understand that this Agreement shall be binding on their heirs, executors, successors and assigns, that the Agreement will be governed by the laws of Texas, and that jurisdiction and proper venue for any dispute regarding this Agreement shall be in a State Court in Harris County, Texas. If any part of this Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of this Agreement. This Agreement controls notwithstanding any conflicting terms or conditions of any other agreement between the parties. The undersigned agree to these terms and conditions and acknowledge receipt of this Agreement. HLSR may require that all claims or disputes between Exhibitor and/or his/her parent or guardian and HLSR and/or its agents, officers, directors volunteers, members and assigns, in any way arising out of or related to this Agreement, shall be dicided by binding arbitration administered by the American Arbitration Association ("AAA") pursuant to the Federal Arbitration Act, 9 U.S.C., 1, et seq. and in accordance with the Commercial Arbitration Rules of the AAA that are in effect at the time the demand for arbitration is filed, unless the parties mutually agree otherwise in writing. The decision of the arbitrator(s), which shall state findings of fact and conclusions of law, shall be final, conclusive and binding on the parties and judgment may be entered thereon in the District Court of Harris Courty, Texas, to enforce the decision.

We, the undersigned Junior Contestant and parent/guardian, certify that we have read, understand and will abide by all rules and regulations of the Houston Livestock Show and Rodeo, including, but not limited to, the Calf Scramble Handbook.

The undersigned represent that they thoroughly understand that this is a complete and final release and indemnity agreement and consent to medical treatment, that they are voluntarily entering into this Agreement and that no representations, promises or statements made by any HLSR Party or any agent, attorney or other representative of any HLSR Party has influenced the undersigned in causing them to sign this Agreement.

Signature - Contestant	Date					
Name Printed						
If the person on whose behalf this Agreement is being executed is a minor, a parent or legal guardian must also execute this Agreement.						
Signature—Parent/Guardian	Date					
Name Printed						
RELATIONSHIP TO MINOR:	Notary Stamp Below					
Sworn to and subscribed before me on this day of 20						
Notary Public						
I certify that the applicant fits all requirements specified in this application package and will offer my supervision and guidance with this project.						
CEA/AST Signature	Date					
Name Printed						

Name (as shown on your income tax return)

ige 2.										
l pe	Check appropriate box for federal tax									
s on	classification (required): Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate									
Print or type c Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)							Exemp	t payee	
See Specif i	Address (number, street, and apt. or suite no.)			ester's name and address (optional)						
	City, state, and ZIP code									
	List account number(s) here (optional)									
Part I Taxpayer Identification Number (TIN)										
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line Social security number										
to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>					-		-			
TIN or	n page 3.	-					_			
Note.	If the account is in more than one name, see the chart on page 4 for guidelines on whose	[Employer identification number							
number to enter.				-	-					
Par	t II Certification				-			1		
	penalties of perjury, I certify that:									
1. The	e number shown on this form is my correct taxpayer identification number (or I am waiting for	r a numb	er to	be iss	sued [.]	to me), a	nd			
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue										

- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign	Signature of		
Here	U.S. person ►	Date ►	

Additional instructions for completing this form may be found at the official Internal Revenue website <u>http://www.irs.ustreas.gov/formspubs/index.html</u>

REQUIRED

Each Junior Exhibitor and Open Show Exhibitor must complete an IRS W-9 form and return it with entry. Premium payment will not be made without a completed W-9 form.