

NATIONAL WESTERN STOCK SHOW AND RODEO

4655 Humboldt St. Denver, CO 80216

National Western Stock Show Colorado vs. the World Agreement

By accepting the National Western Stock Show & Rodeo (hereinafter referred to as NWSSR) offer to enter the 2022 Colorado vs. the World Rodeo, you are entering into a binding legal agreement (“Agreement”) between you and NWSSR. The terms and conditions of the Agreement are contained herein.

1. Terms and Conditions. If NWSS&R accepts and confirms your contestant entry application (“Acceptance”), you agree to the following terms and conditions:

(a) You will arrive at the 2022 NWSS&R at the time and location specified in the Acceptance of your entry application.

(b) You agree to compete in the performances specified in the Acceptance of your entry application (including but not limited to; rodeo openings and closings). If you advance from your respective Semi Final, you agree to compete in a Finals/Championship Round. Failure to appear in any of these rounds, if qualified, and without a medical release, will result in you being in breach (“Breach”) of this Agreement.

(c) You agree to abide by all of the terms and conditions of the Rodeo’s published Rules of Competition (“Rules of Competition”). The Rules of Competition will be published on NWSSR’s website (www.nationalwestern.com) before December 15, 2021. The Rules of Competition, and any rulings made in accordance with their contents, are final and binding. Failure to comply with the Rules of Competition or with the rulings of Rodeo management, Rodeo producers or Rodeo judges will result in Breach of Agreement.

(d) You acknowledge that the National Western Stock Show Colorado vs. the World is an independent production and presentation of NWSSR. Accordingly, you acknowledge that, as an independent contractor to NWSSR, only NWSSR’s rules or restrictions will govern or pertain to you during your competition at the Rodeo.

(e) You acknowledge that your performance (competition) at the Rodeo is part of a fast-paced sport, quality competition, entertainment and audio-visual presentation that will take place in front of large crowds in the Denver Coliseum. You agree to make a good faith effort to perform under the direction of NWSSR’s management and Rodeo producers to help achieve a quality, fast-paced and exciting presentation.

(f) You acknowledge that NWSSR is a family event catering to an urban audience and that you will perform and conduct yourself while at the Rodeo in such a manner that represents you, the sport of rodeo and NWSSR in a positive way.

(g) You agree to comply with all of NWSSR’s marketing, sponsorship, merchandise and intellectual property rights (see Section 2 below), particularly as they pertain to NWSSR’s exclusive sponsors. You will not endorse any product (other than your current “Patch” endorsements) in conjunction with your performance at the Rodeo without written permission from NWSSR.

(h) You agree to arrive at the Rodeo in good physical condition and ready to compete in accordance with this Agreement. NWSSR may deny or restrict you from competing in the Rodeo (initially or during any round/performance), if in its sole judgment, competing would present an inordinate danger to you or others, and you agree to abide by such decision of NWSSR. You agree, if requested, to submit to a medical examination and/or medical treatment, including examination or treatment by NWSSR designated or NWSSR approved medical staff. Any exam requested under this clause will be paid for by NWSSR.

(i) You agree to participate in Rodeo promotional activities, if requested by Rodeo management, which may include media interviews, receptions, breakfasts, dinners and cordial “meet and greet” appearances as part of sponsor/client receptions.

(j) In return for the compensation listed below (4 (a) (b)), you agree that NWSSR may use your likeness (still picture or video – with or without your recorded voice) recorded in conjunction with your performance at the 2022 Rodeo for use, in perpetuity, in association with “Audio-Video Presentation” and “Promotional, News and Documentary Use” detailed below in Section 3.

(k) Unless given written exception by NWSSR, failure to comply with any portion of this Agreement, or any subsequent agreements with NWSSR pertaining to your performance at the 2022 Rodeo, will result in you being in Breach of Agreement. If you are determined to be in Breach of Agreement, you will not be invited to compete in any NWSSR rodeo-related competitions for the years 2022 and 2021.

2. Marketing, Sponsorship, Merchandise and Intellectual Property Rights.

2.1 Rights. NWSSR owns all marketing, merchandise, sponsorship and intellectual property rights associated with its marks, its presentations, the actual conduct of its events, and the live production and on-site presentation of its shows and competitions to include rodeo events, awards presentations and contestant recognition. NWSSR owns all rights associated with its closed-circuit broadcasts and external broadcasts/telecasts to include television and all other means of electronic distribution now known or that might exist in the future.

2.2 Patch Programs and personal clothing. NWSSR will honor your ongoing “Patch Program” agreements as long as patches are reasonable in size and presentation. NWSSR will not allow you to wear patches that are contracted only for display at the Rodeo. NWSSR will not allow you to compete in clothing that presents large logo marks of the clothing manufacturer if the manufacturer is not a sponsor of NWSSR (except for legitimate Patch Programs). The finals at 8:00 p.m. showcase the Colorado Team and the World Team and may require that you wear a shirt provided by NWSSR signifying your “team”.

2.3 NWSSR Colorado vs. the World Exclusive Agreements. Currently, NWSSR HAS sponsor/advertising **exclusive agreements** with__?

Other exclusive sponsors may be added at any given time. In reference to 1(g), above, NWSSR will not give written permission to you or any other contestant to endorse a product (other than your ongoing Patch Program) in conjunction with Rodeo that is in conflict with its exclusive sponsors.

3. Video Rights and Audio-Video Presentation.

3.1 Video Recording. NWSSR reserves and retains the right to video and audio record all segments of Rodeo performances. All recordings are the sole property of NWSSR (see 3.6 below).

3.2 In-House, Closed-Circuit Broadcasts and Live External Telecasts. NWSSR reserves and retains the rights to all segments of Rodeo performances for live in-house (Denver Coliseum) closed-circuit broadcast and for telecasts (by any and all electronic media) to markets outside of the Denver Coliseum. Live and delayed telecasts will be utilized to promote awareness of NWSSR, to promote ticketed attendance to current and future NWSSR performances, and to promote the sport of rodeo in general.

NWSSR will not utilize your recorded likeness or voice to promote any sponsor or commercial products without written approval from you (you have the sole and absolute right to refuse approval). This does not preclude paid telecast advertising (commercials) or title sponsorship of telecasts in which you compete – distributed by whatever means.

3.3 Promotional, News and Documentary Use. Individual segments of recorded Rodeo performances may be used in future NWSSR advertising, NWSSR promotional features, NWSSR provides live Rodeo feeds and recorded action to news media for news coverage; NWSSR enforces that news media usage of this action (live or recorded) will not exceed 25 continuous seconds or three minutes in the aggregate per newscast.

3.4 Internet Streaming. NWSSR may utilize video streaming on its website to highlight Rodeo event winners, aggregate leaders and outstanding rides and scores. All 3 performances of the 2022 Rodeo may be streamed live or televised.

3.5 Retention of Recorded Material. NWSSR retains all recording and production rights to Rodeo performances. NWSSR further reserves the right to store, indefinitely, video/audio recordings for future use as described in this Agreement.

3.6 Contestant Video/Audio and Intellectual Property Rights. NWSSR acknowledges that you own all of your personal intellectual property rights not specifically granted to NWSSR by this Agreement. Accordingly, NWSSR agrees to refer all external requests for your video likeness and/or your voice recorded at Rodeo performances (for use other than in NWSSR telecasts or NWSSR promotions) to you or your designated agent.

3.7 Commercial Production. You or your duly authorized agent(s) may contract with NWSSR for future use of your video likeness recorded at the 2022 Rodeo (production and recording charges may apply).

4. **Compensation.** In return for your performance (entering and competing in the 2022 Rodeo) and for the rights granted by you to NWSSR, NWSSR will provide the following compensation and earning opportunities.

(a) NWSSR will waive all entry fees for the 2022 Rodeo.

(b) You have the opportunity to earn a share of the National Western Colorado vs. the World purse (see the payout schedule posted on the website). The maximum winnings you can win per event is \$10,000 (attainable if you win one (1) of the Colorado vs. the World Semi Finals, win the Finals round, win the respective Championship round of the National Western Colorado vs. the World).

5. **Medical Coverage.** As further consideration for your participation, NWSSR will provide medical coverage for treatment of injuries you may sustain while competing in the 2022 Rodeo. If your entry is accepted by NWSSR, details about the levels, limits and specifics of this coverage will be provided to you no later than December 30, 2022.

6. **Waiver, Release of Liability and Indemnity.** In consideration for being allowed to participate in the Rodeo and associated activities, you acknowledge, appreciate and agree that:

(a) Rodeo is a dangerous activity and exposes its participants to serious and significant risks, including risks of personal injury, permanent paralysis and death, as well as risks to personal property and possessions. While particular rules, equipment and personal discipline may reduce these risks, the risks cannot wholly be eliminated.

(b) You willingly agree to comply with the stated and customary terms, rules and conditions for participation. Should you observe any unusual or significant hazard during your presence or participation, you agree to remove yourself from participation and immediately bring such to the attention of the nearest official. Further, you agree as follows:

WAIVER AND RELEASE OF ALL LIABILITY. YOU ACKNOWLEDGE THAT RODEOS ARE GENERALLY DANGEROUS ACTIVITIES BY THEIR INHERENT NATURE AND THAT PARTICIPATION IN THE PRODUCTION OF A RODEO AND RELATED ACTIVITIES (COLLECTIVELY, IN THIS SECTION6, THE “RODEO ACTIVITIES”) AS A COMPETITOR, INDEPENDENT CONTRACTOR, OFFICIAL, LABORER, VOLUNTEER OR OBSERVER IN RELATED AREAS (INCLUDING, WITHOUT LIMITATION, THE RODEO ARENA, COMPETITION AREA, CHUTES, PENS AND OTHER LOCATIONS) EXPOSES YOU TO SUBSTANTIAL AND SERIOUS HAZARDS AND RISKS OF PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH. BEING FULLY AWARE THAT PARTICIPATION IN THE RODEO ACTIVITIES RESULTS IN EXPOSURE TO SUBSTANTIAL AND SERIOUS HAZARDS AND RISKS OF PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH, IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE RODEO ACTIVITIES, YOU AGREE TO ASSUME SUCH HAZARDS AND RISKS, AND ON BEHALF OF YOURSELF, YOUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, DO HEREBY DISCHARGE, WAIVE AND RELEASE THE NATIONAL WESTERN STOCK SHOW AND RODEO AND THE WESTERN STOCK SHOW ASSOCIATION, THEIR SUBSIDIARIES, PREDECESSORS, SUCCESSORS, OFFICERS, DIRECTORS, OFFICIALS, AGENTS, MEMBERS, VOLUNTEERS, COMMITTEE MEMBERS, AND/OR EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, INSURERS, OWNERS AND, IF APPLICABLE, LESSORS OF PREMISES USED TO CONDUCT THE NATIONAL WESTERN STOCK SHOW AND RODEO AND ALL OF ITS RELATED ACTIVITIES WHEREVER CONDUCTED (COLLECTIVELY, THE “RELEASEES”) WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH OR LOSS OR DAMAGE TO PERSON OR PROPERTY RESULTING FROM YOUR PARTICIPATION IN THE RODEO ACTIVITIES, WHETHER ARISING FROM THE NEGLIGENCE (SOLE OR CONCURRENT) OF THE RELEASEES, OR FROM CLAIMS BASED ON STRICT LIABILITY OR PREMISES LIABILITY.

INDEMNITY AGREEMENT. YOU, FOR YOURSELF AND ON BEHALF OF YOUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY AGREE TO INDEMNIFY AND DEFEND THE RELEASEES WITH RESPECT TO ANY EVENT OR ACCIDENT IN ANY WAY CONNECTED WITH OR ARISING OUT OF YOUR PARTICIPATION IN THE RODEO ACTIVITIES. BY EXECTUTING THIS AGREEMENT, YOU REPRESENT AND AGREE THAT IT IS YOUR SPECIFIC INTENT TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES AGAINST THE CONSEQUENCES OF THEIR OWN CULPABLE CONDUCT AND LIABILITY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE (SOLE OR CONCURRENT), BREACH OF WARRANTY, STRICT LIABILITY, VIOLATIONS, BREACH OF CONTRACT, PREMISES LIABILITY, PRODUCT LIABILITY, CAUSES OF ACTION BASED ON LOSS OF

CONSORTIUM, CONTRIBUTION CAUSES OF ACTION BASED ON LIENS OR BILLS FOR MEDICAL SERVICES OR CARE YOU RECEIVE, IF ANY, REGARDLESS OF WHETHER SUCH CULPABLE CONDUCT WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF ANY ACCIDENT OR INJURY WHICH RESULTS FROM YOUR PARTICIPATION IN THE RODEO ACTIVITIES OR PROXIMATE OR PRODUCING CAUSE JOINTLY AND CONCURRENTLY WITH YOUR CULPABLE CONDUCT, IF ANY, OR ANY OTHER PERSON OR ENTITY; PROVIDED, HOWEVER, THAT YOUR DUTY TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES SHALL EXTEND ONLY TO CLAIMS WHICH MAY HEREAFTER BE ASSERTED BY PERSONS MADE BY, THROUGH OR UNDER YOURSELF, INCLUDING ANY AND ALL CLAIMS BY HEALTH CARE PROVIDERS OR MEDICAL INSURERS, AND ONLY AS TO LIABILITY ARISING DIRECTLY OR INDIRECTLY FROM YOUR PARTICIPATION IN THE RODEO ACTIVITIES.

(c) You knowingly and freely assume all risks, both known and unknown, even if arising from the negligence of the RELEASEES defined above or others, and assume full responsibility for your participation in RODEO ACTIVITIES.

(d) You further understand and agree that the above-stated obligation to indemnify the RELEASEES extends to, but is not in any manner limited to, any and all claims for medical aid, hospital services, doctors' services, ambulance bills, psychiatric services, nursing, drugs, medicine, hospital liens, and/or attorneys' fees, past, present and future, you incur as a result of or related to your participation in the RODEO ACTIVITIES. You further intend and agree that the RELEASEES shall not hereafter be subject to exposure to any liability whatsoever, whether for subrogation, contribution or indemnity, or otherwise, to any person, firm, organization, insurer, estate, personal representative, heir, devisee, corporation or other entity, which exposure is in any way derived from your participation in RODEO ACTIVITIES.

(e) You further represent that you are not presently under the influence of any drugs, alcohol or any other substance which affects, alter, impairs or impedes your ability to fully understand and appreciate the terms of this Agreement and its effects on your rights.

(f) You acknowledge that you have read this Waiver, Release of Liability and Indemnity, fully understand its terms and recognize that you are giving up substantial rights by signing it. You admit that you are signing it freely and voluntarily without inducement.

7. Force Majeure and Consequential Damages. Neither you nor NWSSR ("Party" or, collectively, "Parties") shall be liable for damages for failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, labor strikes or shortages, riots, request, suggestion or order by a governmental authority or act of God. In no event shall NWSSR be responsible for incidental or consequential damages arising from any breach, cancellation or termination of this Agreement.

8. Governing Law. This Agreement is made, entered into and performable in the City and County of Denver, Colorado and shall in all respects be interpreted, enforced and governed under the laws of the State of Colorado, without regard to any rules of conflict of laws that would require the application of the laws of a state other than Colorado. You hereby unconditionally submit to personal jurisdiction of the State of Colorado, agree that the proper venue for all disputes and claims arising out of or related to this Agreement shall be in the City and County of Denver, Colorado and waive all claims that venue is proper in any location other than Denver County, Colorado.

9. No Assignment. The Agreement shall not be assigned, delegated or otherwise transferred by either Party.

10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations, terms, conditions, offers, promises, representations and understandings. No changes, alterations, modifications or additions to this Agreement shall be valid unless in writing and signed by both Parties. If any provision of this Agreement or any portion of a provision shall for any reason be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected, but rather shall be enforced to the maximum extent permissible under applicable law.

11. Written Agreement. If your entry is accepted (Acceptance) by NWSSR, you agree to sign a written (hard copy) of this Agreement upon your arrival at NWSSR. You must sign the written Agreement before you will receive your contestant back number. NWSSR warrants that the hard copy Agreement will be an exact copy of this agreement (with the possible exception of legal formatting, i.e. “you” may become “Contestant”). You acknowledge that if you do not sign the hard copy of this Agreement you will be in Breach and you will not be allowed to compete in the 2022 RODEO. The newly executed Agreement (hard copy) will supersede this electronic Agreement. Until such time, this electronic Agreement prevails.

Contestant

Date

Updated 11/24/19