



TKDS INC A.K.A. Mitchell's/Knockin' Boots Saloon  
Release of Liability Waiver  
Full Terms & Conditions

Please read this document carefully; by agreeing you are giving up your legal rights.

I and the minors for whom I sign desire to participate voluntarily in TKDS INC, activities and services and to use TKDS INC. equipment, facilities and premises. In consideration of our use and enjoyment of TKDS INC. activities, services, equipment, facilities and premises, I agree on behalf of myself and also on behalf of my children (or other minors for whom I sign) as follows:

DEFINITIONS. This agreement defines these terms:

- (a) **Participant.** A participant is the signer as well as any minors on whose behalf he or she signs.
- (b) **Mechanical Bull Sales Releases.** "TKDS INC. AND PROFESSIONAL BULL RIDERS LLC RELEASES" are: i) TKDS INC., (ii) PROFESSIONAL BULL RIDERS LLC, (iii) the owner/ landlord of the premises of the event, (iv) the designers, owners, manufacturers, sellers and/or installers of the equipment on the premises; (v) any affiliated or associated companies of any person or entity enumerated in clauses (i) through (iv), and (vi) anyone who is an officer, shareholder, member, owner, employee, agent, representative, agent or independent contractor of TIDS INC., PROFESSIONAL BULL RIDERS LLC one (or more) of the other entities enumerated in clauses (i) through (v).

WARRANTY. I warrant that I have the authority to sign on my behalf as well as on behalf of the minors listed below.

IMAGES. I grant TKDS INC., AND PROFESSIONAL BULL RIDERS LLC as well as their officers, directors, shareholders, employees and independent contractors, the right to photograph, videotape and/or record me and the minors for whom I am signing and to use our names, faces, likenesses, voices and appearances in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation in perpetuity and throughout the entire universe.

**EXCULPATORY CLAUSE**

(a) Assumption of Risk. TKDS INC, AND PROFESSIONAL BULL RIDERS LLC recommends that all Participants consult a physician to determine whether TKDS INC. AND PROFESSIONAL BULL RIDERS LLC activities are safe and appropriate. Participant has consulted a physician or chosen not to do so. Participant understands that the TDS INC. AND PROFESSIONAL BULL RIDERS LLC activities, services, equipment, facilities and premises are potentially hazardous and involve risks of danger or injury including (but not limited to) sprains, strains, fractures, concussions, contusions, lacerations, abnormal blood pressure, heart disorders, fainting, shortness of breath, chest pains, strokes, heart attack and even DEATH. Participant understands the description of these risks are not complete and that other unknown or unanticipated risks may result in injury or death. Being duly aware of the risks and hazards associated with TKDS INC, AND PROFESSIONAL BULL RIDERS LLC activities, services, equipment facilities and premises, **PARTICIPANT HEREBY VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR THE RISK** of bodily injury, death or property damage that occurs (i) in whole or in part due to the negligence of any TKDS INC. AND PROFESSIONAL BULL RIDERS LLC RELEASES and that occurs (i) while Participant is participating in TKDS INC. activities or services, using TDS INC. equipment, facilities or premises or is in or upon MECHANICAL BULL SALES INC. premises or he premises at which the TKDS INC. activities are taking place, even if the bodily injury, death or property damage is caused in whole or in part by the negligence of one or more TKDS INC. AND PROFESSIONAL BULL RIDERS LLC RELEASEES:

(a) Disclaimer of liability. Each Participant agrees that **NO MECHANICAL BULL SALES INC. AND PROFESSIONAL BULL RIDERS LLC RELEASEE SHALL HAVE ANY LIABILITY** for any claims, demands injuries, damages, actions or causes of action whatsoever to or of a Participant or a Participants properly arising out of or connected with the use of he TDS INC., AND PROFESSIONAL BULL RIDERS LLC activities, services, equipment facilities and/or premises (or the premises at which such activities are taking place).

(a) Covenant not to Sue. Each Participant hereby COVENANTS NOT TO SUE ANYONE OF THE MECHANICAL BULL SALES INC. AND PROFESSIONAL BULL RIDERS L C RELEASES AND RELEASES, WAIVES AND FOREVER DISCHARGES each MECHANICAL BULL SALES INC. AND PROFESSIONAL BULL RIDERS LLC RELEASEE FROM ALL LIABILITY TO PARTICIPANT, his or her spouse, legal representatives, heirs, assigns, children or anyone claiming by or through Participant for any loss, damage, liability, claim, demand, action, cause of action; cost or damages resulting therefrom, on account of injury to Participant's person or property that occurs while Participant is on TKDS INC, AND PROFESSIONAL BULL RIDERS LLC premises, while using TDS INC, AND PROFESSIONAL BULL RIDERS LLC facilities or equipment, or while participating in the TKDS INC, AND PROFESSIONAL BULL RIDERS LLC activities or services including (without limitation) injury resulting in Participant's death whether caused by the negligence of he TKDS INC. AND PROFESSIONAL BULL RIDERS LLC RELEASES or any of them or otherwise.

In the event that any judicial or administrative authority in any jurisdiction deems the Covenant not to Sue paragraph void or unenforceable, the Participant shall arbitrate any cause of action, claim or dispute, any or all of the aforementioned, against any (or all) of the TKDS Inc. and Professional Bull Riders LLC Releases. A single arbitrator will resolve such dispute in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect as modified herein. The parties agree that any arbitration in connection with this Agreement will be confidential and take place at the office of the American Arbitration Association located in New York, New York or as otherwise mutually agreed upon by the parties. The arbitrator has no authority to award attorneys' fees. The award or decision by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court.



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(d) Indemnity. **PARTICIPANT AGREES TO INDEMNIFY AND HOLD HARMLESS** TKDS INC. AND PROFESSIONAL BULL RIDERS LLC RELEASES, and each of them from and against any loss, damage, liability, claim, demand, action, cause of action, cost or damage (including claims brought by Participants and third parties) resulting therefrom that Participant or any TDS INC. AND PROFESSIONAL BULL RIDERS LLC RELEASES may incur due to the presence of Participant in or upon TKDS INC, AND PROFESSIONAL BULL RIDERS LLG premises whether caused by the negligence of the TDS INC, AND PROFESSIONAL BULL RIDERS LLC Releases or any of them, or otherwise.

**GOVERNING LAW AND SEVERABILITY.** Participant expressly agrees that this agreement (including il's Exculpatory Clause) is intended to be as broad, and inclusive as permitted by the laws of the Commonwealth of Indiana and what if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A  
 RELEASE OF LIABILITY AND A CONTRACT AND I SIGN OF MY OWN FREE WILL.

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Print Name	Signature	Date

COMPLETE SECTION BELOW IF PARTICIPANT ABOVE IS A MINOR. I am the parent or legal guardian of the minor named above. I certify that the child listed above is at least 10 years old. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability and Waiver of Claims.

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Parent or Legal Guardian Print Name	Signature	Date