

INTRODUCTION

1. The Calgary Exhibition and Stampede Limited (the “**Stampede**”) hosts certain contests and exhibitions on the grounds within Calgary (“**Stampede Park**”) from time to time (each an “**Exhibition**”).
2. The undersigned potential contestant or exhibitor (the “**Exhibitor**”) wishes to participate in an Exhibition in accordance with this exhibitor agreement (the “**Agreement**”). If the Exhibitor is under the age of 18 on the date of the applicable Exhibition, the Exhibitor and the Exhibitor’s parent or legal guardian, as applicable (the “**Guardian**”) understand and agree that: (i) the Exhibitor and Guardian are jointly and severally responsible for any obligation of the Exhibitor hereunder; and (ii) the Guardian and Exhibitor each enter into this Agreement in their own capacity.
3. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Exhibitor and Guardian each agree as follows:

A. RULES AND CONDITIONS

1. The Exhibitor agrees to comply with the terms of this Agreement, as may be amended by the Stampede from time to time.
2. Without limiting the foregoing, the Exhibitor acknowledges and agrees that the Exhibitor will comply with the following rules and code of ethics established or adopted from time to time by the Stampede:
 - a. the Stampede Agriculture General Rules and Conditions;
 - b. the International Association of Fairs & Expositions Code of Show Ring Ethics;
 - c. the Stampede Health Regulations (including, but not limited to, the Canadian Food Inspection Agency (“**CFIA**”) regulations referred to therein;
 - d. any rules the Stampede may issue or promulgate relating to any Exhibition(s) which may be entered into by the Exhibitor;
 - e. any applicable sanctioning body rules and codes of conduct relating to the Exhibition(s), each as amended, restated or replaced from time to time (collectively, the “**Rules**”).
3. The Exhibitor acknowledges that the Exhibitor has reviewed the current versions of the Rules.
4. The Exhibitor and the Exhibitor’s Guardian understands and consents to the collection, use, and disclosure of Exhibitor’s personal information as set out in the Stampede’s privacy policy.

5. The Exhibitor acknowledges that, to the extent that:
 - a. there are insufficient entries in an Exhibition, classes of competitors or Exhibitors may be combined, or a class in an Exhibition may be cancelled; or
 - b. there are too many entries to be accommodated with respect to barn stalling capacity or otherwise, the number of competitors or Exhibitors permitted to participate in the Exhibition may be limited, all in the sole discretion of the Stampede.
6. The Exhibitor acknowledges and agrees that the directors, officers, employees, volunteers, agents, and other representatives of the Stampede, its affiliates, its sponsors, and the City of Calgary may enter Exhibitions as contestants or Exhibitors from time to time.
7. The Exhibitor acknowledges and agrees that the Stampede has the right to terminate or modify any Exhibition at any time and in any way, without prior notice to the Exhibitor, at the Stampede's sole discretion.

B. ANIMALS AND ANIMAL CARE

1. The Exhibitor agrees that the Exhibitor will give the necessary personal attention to whatever the Exhibitor has on exhibit in connection with the Exhibition and, on the same day of the close of the Exhibition, will remove the Exhibitor's animals or exhibits from Stampede Park at Exhibitor's sole expense.
2. The Exhibitor agrees that the Exhibitor is responsible for the proper care, presentation, clean-up, and removal of the Exhibitor's animals, exhibits, and stalling areas during the Exhibition and until such animals or exhibits are removed from Stampede Park.
3. The Exhibitor agrees:
 - a. to exhibit or display only quiet animals with good temperaments in any Exhibition;
 - b. to consistently demonstrate ethical conduct in the best interest of all animals;
 - c. any animals brought on the premises are clear of any disease or health issues;
 - d. that the health and care of animals is of the utmost importance and the Exhibitor has been encouraged to access onsite those veterinarians accredited from time to time (the "**Stampede Accredited Veterinarians**") by the Stampede or the official Stampede veterinarian (the "**Official Stampede Veterinarian**") for consultation if the need arises, it being understood that such veterinarians are scheduled to be available daily and on an "on-call" basis during the Exhibition;
 - e. they will not do anything that, directly or indirectly, creates or promotes a dangerous or potentially dangerous environment;
 - f. that the Stampede may make bedding materials available for persons in the Exhibition at no cost to the Exhibitor, but the Exhibitor is required to ensure that

- animals have the appropriate bedding while stalling such animals in the barns on Stampede Park;
- g. that the Exhibitor is required to manage the manure of the bedding area for the Exhibitor's animals throughout the day;
 - h. to promote a safe sporting environment in the competitive arena, stalling barns, warm up areas, and back pens – before, during, and after any Exhibition.
 - i. to ensure responsible care in the handling, treatment, and transportation of the Exhibitor's animals as well as any animals placed in the Exhibitor's care for any purpose;
 - j. to report any occurrences of misbehaviour or misconduct of others to the Agriculture Show Office staff or volunteers immediately;
 - k. to exhibit standards of professional behaviour which maintains public confidence and trust in the integrity of the Stampede; and
 - l. that the Exhibitor is responsible to ensure that the Exhibitor's livestock has suitable access to appropriate water and feed at all times.
4. The Exhibitor acknowledges and agrees that any animal requiring care by a veterinarian must consult a Stampede Accredited Veterinarian and that Stampede Accredited Veterinarians are required to bring to the attention of Stampede officials or representatives any concerns or issues that may arise. Without limitation to any other provision contained herein, Stampede officials or representatives have the authority to discipline any person, including (without limitation) personnel, contestants, contractors, and Exhibitors who compromise the wellbeing of an animal. Such discipline may include, in Stampede's sole discretion, immediate removal of any personnel, contestant, contractor, Exhibitors, exhibits, or animals from Stampede Park.
 5. **INFECTIOUS DISEASE:** Due to the number of animals on the Stampede Park during the Exhibition, infectious disease is a concern, and the Exhibitor agrees that any animal suspected of having an infectious disease should be isolated and examined by an Official Stampede Veterinarian immediately. In this regard and without limitation to any other provision contained herein, the Exhibitor agrees to comply with the prescribed isolation and quarantine protocols of the Stampede and, in the case of a reportable disease, the CFIA.
 6. **ANIMAL FATALITY/SUDDEN DEATHS:** Any animal that suffers a catastrophic musculoskeletal injury requiring euthanasia is subject to a medication analysis, it being acknowledge and agreed by the Exhibitor that the Official Stampede Veterinarian shall solely be responsible for the expeditious and human euthanization of any animal on Stampede Park (at all times, the priority will be for the health and welfare of the animal). Any animal that dies suddenly during the course of the Exhibition shall be subject to a post-mortem examination and medication analysis. The Stampede will incur the costs of these procedures, under the direction of the Official Stampede Veterinarian. The Stampede reverses the right to communicate any findings relating thereto as it sees appropriate but is under no obligations whatsoever to do so.

C. ADDITIONAL STAMPEDE RIGHTS

1. The Exhibitor agrees that, if requested by the Stampede, the Exhibitor or the Guardian shall promptly give statutory declarations as to the age, health, or wellbeing of the Exhibitor's animals.
2. The Stampede reserves the right, in its sole discretion, to cause any participants, Exhibitors, Guardians, animals, or exhibits (standing or shown) that may be deemed unsuitable or objectionable to be removed from Stampede Park.
3. To the extent that the Exhibitor has obtained admission into any Exhibition through misrepresentation, without limitation to any other rights or remedies of the Stampede, the Exhibitor shall forfeit any money paid for any unexpired term for space or stalls, and the Stampede shall be exonerated from any claim on the part of the Exhibitor.
4. The Exhibitor acknowledges that any abuse or inappropriate behaviour by the Exhibitor will not be tolerated and will result in immediate dismissal of the Exhibitor from the Exhibition. Should the Exhibitor be dismissed, the Exhibitor agrees that the Exhibitor will remove the Exhibitor's animals or exhibits from Stampede Park that day at the Exhibitor's sole expense.
5. In order for the Exhibitor to lodge a protest in connection with an Exhibition, the Exhibitor must submit such protest in writing to the Agriculture Administration Department of the Stampede before 10:00 a.m. the day following the cause of protest, and a receipt must be obtained. Any such protest must state plainly, with sufficient detail, the cause of complaint or appeal and must be acknowledged by a deposit of \$500 which shall be forfeited to the Stampede, if the said protest is not affirmed by the Stampede. The Stampede's decision(s) in this regard are final, and the Stampede is under no obligation to provide reasons regarding its decision(s).
6. The Stampede shall have the power, in its sole discretion, to withhold prizes. The Stampede shall also have the authority to interpret the Rules, make new rules from time to time, and decide any point not covered by the Rules, all in the Stampede's sole discretion. The Stampede's decision(s) in this regard are final, and the Stampede is under no obligation to provide reasons regarding its decision(s).
7. The Stampede reserves the right to take any action with respect to an Exhibition, including causing the Exhibitor to modify, replace, or take down any or all aspects of an Exhibition. The Exhibitor shall cause such actions to be undertaken promptly without protest.
8. Upon the discovery of fraud, deception, or dishonest practice which may have affected or have been intended to affect the decision of the judges in connection with an Exhibition, without limitation to any other rights, remedies or powers, the Stampede has

the authority, in its sole discretion, to withhold any award in connection therewith, and may prohibit the offending party (or parties) from exhibiting in any class for one or more years, and may also publish the names of such persons if deemed appropriate. The Stampede's decision(s) in this regard are final and the Stampede is under no obligation to provide reasons regarding its decision(s).

D. LIABILITY

9. The Exhibitor hereby assumes all risk of injury, illness, disease, death, or any other damage which may arise in connection with the Exhibitor's participation in the Exhibition and, without limitation to the foregoing, the Exhibitor and their Guardian hereby:
 - a. forever releases, discharges, and holds harmless each of the Stampede, its affiliates, the City of Calgary, the Stampede's sponsors and the directors, officers, employees, volunteers, agents and other representatives of the Stampede, its affiliates, the City of Calgary, and the Stampede's sponsors (collectively the "**Stampede Representatives**") from and against any and all claims, actions, costs, liabilities, judgments, damages, obligations, losses, penalties, and expenses of any kind or nature whatsoever (including, without limitation, legal fees) in any way arising directly or indirectly in connection with the administration, development, execution of any Exhibition, and the Exhibitor's participation in any Exhibition;
 - b. agree to indemnify, defend and hold harmless each of the Stampede Representatives from and against any and all damages, loss and expenses (including, without limitation, legal fees) which may be suffered directly or indirectly by reason of the Exhibitor's participation in the Exhibition, including but not limited to, claims based on negligence, breach of contract, and fundamental breach, any act of God or any other event beyond the control of the Stampede Representatives, any dissatisfaction of any kind by a winner with any aspect of any Exhibition or any prize, liability for physical injury, death, or property damage which the Exhibitor, their Guardian, their heirs, successors or assigns have, or may have, by reason out of or arising out of the Exhibitor's participation in any Exhibition and/or in connection with the acceptance by the Exhibitor of prizes as awarded; and
 - c. agree to indemnify, defend and hold harmless each of the Stampede Representatives from and against any and all damages, loss and expenses (including, without limitation, legal fees) that any of the Stampede Representatives may suffer or incur as a result of any non-compliance by Exhibitor with any of the terms herein or participation in any Exhibition and/or in connection with the acceptance by an Exhibitor of any prize, and the use of entries by the Stampede.

10. Without limitation to the foregoing, the Exhibitor agrees that all property of any kind entered for display or any other purpose shall be subject to the control of the Stampede, but in no case shall any Stampede Representative be held responsible for any loss, damage, or injury of any character to any such property. If the Exhibitor desires protection against damage or injury from fire or from any other cause, they must make their own arrangements. Without limitation to the foregoing, if the Exhibitor

desires insurance, the Exhibitor shall be solely responsible for acquiring same, and, if the Stampede requests a copy of such insurances, the Exhibitor must promptly provide a copy of same to the Stampede.

11. The Exhibitor agrees that animals, machinery in motion, or exhibits of a combustible or explosive character and other exhibits liable to accidents, injury, or damage to persons coming in contact with them, shall be guarded by the Exhibitor and the Exhibitor shall protect the public from coming in contact therewith.
12. THE EXHIBITOR AND GUARDIAN ACKNOWLEDGE AND AGREE THAT THE STAMPEDE SHALL NOT BE LIABLE FOR ANY INJURY, LOSS, OR DAMAGES INCURRED AS A RESULT OF THE EXHIBITOR'S PARTICIPATION IN ANY EXHIBITION, EXCEPT IN CASES OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY THE STAMPEDE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE STAMPEDE ARISING OUT OF OR RELATED TO THESE RULES, WHETHER ARISING OUT OF RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED \$500.

E. GENERAL

1. License. In addition to the release contemplated above, the Exhibitor and their Guardian hereby grant the Stampede and the Stampede Representatives a right and license to use, reproduce, or otherwise publish the name, photograph, voice, statement, and image of the Exhibitor and any of the Exhibitor's exhibits or animals for any publicity, editorial, trade, advertising or other purpose, in any manner or medium. Such licence will be non-exclusive, freely sublicensable, irrevocable, perpetual, worldwide, royalty free, and fully paid-up. The Exhibitor and their Guardian do not waive any moral rights in connection with this licence. All rights not expressly granted herein are reserved by the Exhibitor and their Guardian. The Exhibitor and their Guardian hereby irrevocably releases the Stampede Representatives from any claims and liabilities of any kind whatsoever in connection with such use.
2. Headings. In this Agreement, the headings are for convenience only and do not form a part of the Agreement, and are not to be considered in the interpretation of this Agreement.
3. Number and Gender. In this Agreement, the use of words in the singular or plural, or with a particular gender, will not limit the scope or exclude the application of any provision to such person(s) or circumstance(s) as the context otherwise permits.
4. Severability. If any arbitrator or court of competent jurisdiction determines any provision of the Agreement or portion thereof to be illegal, invalid, or unenforceable, that provision or portion thereof will be severed from this Agreement without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

5. Independent Legal Advice. Each of the parties acknowledges that it has been afforded the opportunity of receiving independent legal and tax advice concerning this Agreement, and in the event that any party has executed this Agreement without the benefit of independent legal or tax advice, such party fully understands the provisions of this Agreement and hereby waives the right to receive any such independent legal and tax advice.
6. Further Assurances. At all times, each party, at its expense, shall promptly execute and deliver all such documents including additional conveyances, instruments, transfers, consents and other assurances, and do all such other acts and things as the other party, acting reasonably, may from time to time request be executed or done in order to better evidence, perfect or give effect to any provision of this Agreement or other document delivered pursuant to this Agreement or any of the respective obligations created or intended to be created by this Agreement.
7. No Costs. Each party will bear its own costs and legal fees arising from the negotiations to enter into this Agreement and from any other actions that may be necessary to execute this Agreement.
8. No Waiver. No party will be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right will be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right.
9. Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflicts of laws provisions of any jurisdiction.
10. Entire Agreement. This Agreement, including the Agriculture & Western Events Competition Entries webpages, constitute the entire agreement between the parties regarding the subject matter hereof, and supersedes any prior agreements, understandings, or arrangements.

GUARDIAN

EXHIBITOR

Print Name:

Print Name:

Relationship to Minor:

Date:

Date: