

# Open Rodeo Contestant – Information 2023

TEJAS RODEO COMPANY WILL CONTINUE TO OFFER NINE MONTHS OF OPEN RODEOS WITH GREAT PRIZES.

At the request of our contestants and spectators, Tejas Rodeo Company will continue to produce open rodeos for 9 straight months in 2023.

## **39 OPEN PRO RODEOS IN 2023**

This year the open rodeos will start on March 4, 2023 and continue each Saturday through November 25, 2023. In all, there will be 39 open rodeos! With this schedule, and to make the rodeos more exciting and rewarding for both the contestant and spectator and continue to have year-end prizes. In team roping, we will continue to impose a rule limiting the number of times an individual can compete on a particular rodeo night. We will utilize a total point system, instead of money earned throughout the season, to determine who wins the series competitions. Of course, each Saturday night rodeo will be jackpotted, and we will continue to provide good cattle and only charge reasonable stock charges.

## **NOTICES:**

Tejas Rodeo Company has a full mixed beverage permit.

NOTICE: PURSUANT TO STATE LAW, NO ALCOHOLIC BEVERAGES MAY BE BROUGHT INTO THE FACILITY OR TAKEN OUT OF THE FACILITY.

PURSUANT TO STATE LAW, ANY BULL RIDER 18 YEARS OR YOUNGER, MUST WEAR A HELMET AND PROTECTIVE VEST.

COWBOY HAT, BOOTS, LONG PANTS, AND LONG SLEEVE SHIRTS WITH COLLARS ARE REQUIRED TO BE WORN BY COMPETITOR TO PARTICIPATE IN RODEO AND/OR IN SLACK. (If not worn and you compete, you will receive a no time or be disqualified.)

CONTESTANTS YOU HAVE THREE CALLS TO PERFORM, IF NOT READY, YOU WILL RECEIVE A NO TIME.

BY ENTERING TEJAS RODEO CO. RODEO, YOU ARE AGREEING TO RELEASE TEJAS RODEO CO., ITS OFFICERS, DIRECTORS AND EMPLOYEES, OF ANY AND ALL LIABILITY, AS FULLY SET FORTH IN THE ATTACHED RELEASE OF LIABILITY AND ASSUMPTION OF RISK, which is incorporated herein by reference as if set forth fully at length. You hereby further agree to allow Tejas Rodeo to photograph or video you and use your name and likeness and such images thereof for commercial purposes without compensating you, and you irrevocably assign to Tejas Rodeo Co. the right and license to use such images in the future.

Further, to the extent allowed by law, you hereby grant Tejas Rodeo Co. permission to share your confidential information with various rodeo associations, affiliates, and the World Champions Rodeo Alliance..

UNDER TEXAS LAW (CHAPTER [87](#), CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

## **SPECIAL ENTRY RULES FOR TEAM ROPING**

Each Team Roper can enter a total maximum of four times, as long as each entry has a different header/heeler combination or doing both at a particular rodeo. There will be an Open Roping and a #10 Roping, capped at a #6. We do not acknowledge #6E. The #10 and Open Ropers may be run together in performance or slack. The performance runs can be chosen by the contestant until all slots are filled. If not filled, then the last to enter will be moved up to the performance (last to enter, first to rope). In the Team roping women may tie on and men 65 years or older may tie on. All cattle are chute runs. No year end awards.

## **SPECIAL RULES FOR HANDICAP TIE DOWN ROPING**

Your number has to get verified before your rope. If we cannot verify your number, you will be classified as an open roper. Tejas does have the right to classify after your first run and at any time throughout the season. This will be a handicap roping. Meaning #10 - 0 seconds off, #11 - 1 seconds off, #12 - 2 seconds off. Max # is a #12 with 2 seconds handicap, #13 and #14 ropers can enter but will be classified as #12. Tejas Rodeo reserves the right to reclassify ropers at any time, regardless. Tie down roper may enter two times. Each run will be considered another entry and there will be no average. Every run is eligible for points, so a roper can receive points on both runs. We will give prizes for year end winners based on points. There will also be a Open/#9 roping to allow those numbers to compete.

## **GIRLS BREAKAWAY CALF ROPING**

Breakaway roper may enter two times in the breakaway roping. Each run will be considered another entry and there will be no average. Every run is eligible for points, so roper can receive points on both runs. 13 and under boys at the time of entry can compete in girls break away roping

## **CODY LAWRENCE AWARD**

In order to be eligible, the tie down roper must attend at least 5 rodeos, be the fastest time in the handicap tie down roping without handicap deductions (fastest calf tied at Tejas) will win an award at the end of the year for the 2022 season. This prize will be determined by Tejas Rodeo.

## **INFORMATION AND RULES RELATING TO ENTERING RODEO**

The books will open the Monday before each rodeo at 11:00am and close to all events, at 9:00pm the Thursday before each rodeo. Entries will be taken online at [tejasrodeo.com/contestantinfo](http://tejasrodeo.com/contestantinfo). Walkups will be allowed for a \$25 walk up fee. Books open for walk ups at 5:00pm and close at 6:30pm on Saturday, If there are not sufficient entries in any event to put on an adequate rodeo performance, then we reserve the right to not allow that event to go forward in the slack. The entry fees in each event areas follows: Bull Riding \$50 (we reserve the right to change this); Team Roping \$50 per person/\$100 per team; Girls Breakaway Calf Roping (limited boys 13 and under, at the time of entry with a 30 second cut off time) \$80; Tie Down Calf Roping \$100 (with a 30 second cut off time); Tie-Down Handicap Calf Roping \$100 (with a 30 second cut off time); and, Barrel Racing \$60 (limited to females.)

## **YEAR-END AND SERIES/PRIZES/POINT SYSTEM**

We will use a 10-1 point system. In other words, first place will receive 10 points, second place will receive 9 points, and third place will receive 8 points, and so on. A contestant will not receive points for each rodeo the contestant enters that particular event, unless the contestant places in the top 10. By way of example, if a contestant enters the team roping as a header, wins the rodeo that night, then the contestant will receive a total of 10 points for winning the rodeo and those points will count towards year end. To be eligible for the year-end prizes, the contestant must attend and compete in at least 12 rodeos (less than 1/3 of the rodeos in the series) for 2023. In order to receive year end awards in an event, **at Tejas Rodeo's sole discretion**, there must be sufficient entries in that event through the year to justify the award.

**INDEPENDENT CONTRACT AGREEMENT BETWEEN TEJAS RODEO COMPANY AND RODEO JUDGES, RODEO SECRETARIES, ANNOUNCERS, SOUNDMEN, BULLFIGHTER OR FUNNY MAN, TIMEKEEPERS, SPECIALTY ACTS, STOCK CONTRACTORS, PICKUP MEN, ARENA PERSONNEL, ETC.**

State of Texas

Comal County

This Agreement is made by and between Tejas Rodeo Company ("Contracting Party") and \_\_\_\_\_ ("Independent Contractor"). This Agreement is made on \_\_\_\_\_ (Today's Date).

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

**I. SCOPE OF AGREEMENT AND LIMITATIONS**

1.1. Purpose: The purpose of this Agreement is to establish and confirm the purchase of certain independent contract services (including but not limited to, acting as a rodeo judge, rodeo secretary, timekeeper, announcer, soundmen, bullfighter or funny man, specialty act, stock contractor, and arena personnel (such as gate men, etc)) between the Contracting Party and the Independent Contractor. Such services generally relate to, but are not limited to, Tejas Rodeo Company's regular weekly Saturday night rodeos and certain other private or special events in which a rodeo, or A part thereof, is produced by the Contracting Party. By agreeing to perform a service listed above, and by showing up and performing such services, you expressly agree to the terms and conditions set forth herein. .

(a) \_\_\_\_\_ as an Independent Contractor, is hereby contracted to perform the services that the Contracting Party specifies.

1.2. Independent Contractor has no authority to act for, or on behalf of, Contracting Party except as provided for in this Agreement, no other authority, power or use is granted or implied. Independent Contractor may not incur any debt, obligation, expense, or liability of any kind against Contracting Party without Contracting Party's express written permission. Further, Independent Contractor may not receive any money owed to Contracting Party without Contracting Party's express written permission. Independent Contractor has no exclusive rights or benefits other than those set forth in this Agreement.

**1.3. THE CONTRACTING PARTY IS NOT RESPONSIBLE OR LIABLE FOR ANY MISREPRESENTATIONS, ERRORS, OMISSIONS OF ANY KIND, NEGLIGENCE, CARELESSNESS, OR OTHER PROBLEMS OR DISPUTES WHICH AN INDEPENDENT CONTRACTOR MAY CAUSE OR BE INVOLVED IN OR THAT MAY ARISE AS A RESULT OF THE SERVICES BEING PERFORMED BY THE INDEPENDENT CONTRACTOR DURING THE TERM OF THIS AGREEMENT. FURTHER, INDEPENDENT CONTRACTOR AGREES TO HOLD HARMLESS, INDEMNIFY AND PROTECT CONTRACTING PARTY FROM ANY PROBLEMS, DISPUTES OR OTHER CONTINGENCIES THAT ARISE AS A RESULT OF INDEPENDENT CONTRACTOR'S PERFORMANCE OF THIS AGREEMENT. INDEPENDENT CONTRACTOR AGREES TO PAY FOR THE COSTS OF DEFENDING ANY ACTIONS, CLAIMS, TRIALS, OR OTHER LIKE ACTIONS THAT MAY ARISE AS A RESULT OF THIS AGREEMENT; THE INDEMNIFICATION INCLUDES THE COSTS OF THE CONTRACTING PARTY'S ATTORNEY'S FEES.**

**II TERM**

2.1. Term: The term of this Agreement shall be ongoing and extend to any future work performed by the Independent Contractor. .

2.2. If, after the term of the Agreement has expired, the parties continue to do business together as if this Agreement were still in effect, the practices constitute a renewal of the Agreement until one of the parties notifies the other in writing of the termination of this Agreement. The termination letter must give 30 days' notice to the other party.

2.3. Termination can be accomplished by agreement upon 30 days **written** notice.

2.4. The Independent Contractor agrees to (a) devote sufficient time, energy, and attention to the duties specified by the Contracting Party.. Such services shall be provided in a good and workmanlike manner in accordance with all applicable laws and regulations using the same degree of care, skill and prudence that would be customarily exercised for Independent Contractor's services, in a manner that Independent Contractor reasonably believes to be in the best interest of Contracting Party.

**III COMPENSATION**

3.1. The contractually agreed price to be paid by Contracting Party to Independent Contractor for the services contemplated hereunder will be a flat fee for each event as determined by the Contracting Party.

3.2. Independent Contractor is responsible for payment of all state, federal, foreign, or local taxes, including income tax, withholding tax, social security tax, or pension contributions, on the funds distributed to Independent Contractor by Contracting Party. The Contracting Party is not responsible for payment of taxes or penalties applicable to nonpayment or underpayment of taxes. Further, Independent Contractor is responsible for payment of any and all insurance premiums, including errors and omissions policies, medical insurance policies, or life insurance policies that Independent Contractor may need or desire. Independent Contractor

acknowledges that he/she will receive a 1099 from the Contracting Party.

3.3. Independent Contractor will not be entitled to receive any benefits from the Contracting Party and will instead be personally responsible for any benefits, including but not limited to health, life, dental, and long- and short-term insurance. Independent Contractor waives all rights to any fringe benefits offered by the Contracting Party.

3.4. The Contracting Party and the Independent Contractor agree that Independent Contractor is an independent contractor under this Agreement and will in no way be considered to be an agent, partner, joint venturer or employee of Contracting Party and, accordingly, Independent Contractor will not represent that Independent Contractor is an employee or agent of Contracting Party. Independent Contractor will be liable for any and all worker's compensation payments and federal, state, and local employment, sales, use, excise, and other taxes arising out of Independent Contractor's performance of this Agreement and will furnish evidence of such compliance to Contracting Party upon request.

#### **IV REMEDIES**

4.1. In the event of any litigation concerning any controversy, claim, or dispute between the parties to this Agreement that arises out of or relates to this Agreement or the breach or interpretation of it, the prevailing party will be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs incurred in the litigation or in the enforcement or collection of any judgment or award rendered in the litigation. If any party defaults under this Agreement, the defaulting party will pay all the expenses, attorney's fees, and costs incurred by the other party in connection with the default, whether or not any litigation is commenced.

#### **V GENERAL AND ADMINISTRATIVE PROVISIONS**

5.1. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

5.2. No Waiver. The failure or delay in the enforcement of the rights detailed in this Agreement by the Contracting Party shall not constitute a waiver of those rights or be considered as a basis for estoppel. The Contracting Party may exercise its rights under this Agreement despite the delay or failure to enforce the rights.

5.3. Venue. In the unlikely event that a dispute occurs or an action in law or equity arises out of the operation, construction or interpretation of this Agreement, the Independent Contractor agrees that the District Courts in Comal County, Texas shall have exclusive venue and jurisdiction over any such dispute.

5.4. Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all performance obligations are considered performed in Bulverde, Comal County, Texas.

5.5. Severability. If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of the Agreement is held to be unenforceable, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate any other provisions in this Agreement, which other provisions shall remain in full force and effect unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be cancelled.

5.6. Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.

5.7 Chapter 87. The Independent Contractor acknowledges that UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

**5.8 DANGEROUS AND HAZARDOUS SERVICES. THE INDEPENDENT CONTRACTOR ACKNOWLEDGES TO THE CONTRACTOR PARTY THAT THE INDEPENDENT CONTRACTOR IS KNOWINGLY AGREEING TO PROVIDE SERVICES RELATING TO A RODEO PRODUCTION THAT COULD BE DANGEROUS OR HAZARDOUS AND COULD CAUSE PERSONAL INJURY, DEATH OR DAMAGES TO THE INDEPENDENT CONTRACTOR'S PROPERTY. INDEPENDENT CONTRACTOR ASSUMES AND ACCEPTS ALL SUCH RISKS ASSOCIATED WITH INDEPENDENT CONTRACTOR'S SERVICES FOR THE CONTRACTING PARTY AND RELEASES, INDEMNIFIES, AND HOLDS THE CONTRACTING PARTY (AND ALL OF ITS OWNERS, AGENTS, AND EMPLOYEES) HARMLESS FROM ANY DAMAGES OR INJURIES RELATING TO THE INDEPENDENT CONTRACTOR'S SERVICES FOR THE CONTRACTING PARTY.**

SIGNED, ACCEPTED AND AGREED on \_\_\_\_\_ day \_\_\_\_\_ by the undersigned parties who hereby acknowledge that they have read and understood this Agreement, and the undersigned parties hereby execute this legal document voluntarily of their own free will.

\_\_\_\_\_  
[Name of contracting party]

\_\_\_\_\_  
[Name of independent contractor]