

THE AMERICAN CONTENDER TOURNAMENT 2023
ATHLETE AGREEMENT

This is an important legal document that affects your rights. Please read carefully before signing.

These are the terms of the agreement ("Agreement") by and between TR The American, LLC ("Teton Ridge") and myself ("I", "my", etc.), the undersigned, and is hereby attached to and incorporated into the Athlete Entry Form ("Entry Form"), in connection with my participation as a competitor in the 2023 The American Rodeo Contender Tournament (the "Contender Tournament"). In the event I am under the age of eighteen (18), the "Parental Inducement" attached hereto must be signed by my parent or legal guardian.

In consideration of my entering and competing in the Contender Tournament and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The American Rodeo Contender Tournament: Round One. Producer (as defined in the Entry Form) is organizing and producing a live rodeo ("Producer Rodeo") containing multiple events. Teton Ridge has engaged Producer to organize and produce one or more individual segments of the Producer Rodeo which, subject to the approval of Teton Ridge, would be part of Round One of the Contender Tournament ("Producer Segment"). It is intended that Athletes who win or otherwise qualify to advance beyond Round One would qualify to receive invitations to compete in subsequent Rounds, which may be produced by Teton Ridge, including, without limitation, The American Rodeo, which is currently scheduled for March 11, 2023 in Arlington, Texas ("The American") (please consult "The American Contender Tournament" document attached to the Entry Form for the complete schedule of rounds and Events). The Producer Segment is a "side pot" to the Producer Rodeo. Accordingly, in order to be eligible to participate in the Contender Tournament, Athletes must qualify for the Producer Rodeo including, without limitation, completion of all documentation required by Producer (collectively, "Producer Documents") and payment of all of Producer's applicable fees.

2. Teton Ridge as Producer. At such times, if ever, as Teton Ridge acts in the capacity of a producer of a particular Contender Tournament competition, the procedures and rules contained herein shall apply to such competition, in which case the term "Producer" shall only apply to Teton Ridge in that limited capacity.

3. Subsequent Rounds; The American. Additional qualification procedures, rules of advancement and potential payouts will be issued for subsequent Rounds and for The American if and to the extent not contained herein.

4. Rules of Advancement and Judging.

4.1 Qualification / Rules / Payouts. Qualification Procedures, Rules of Advancement and Potential Payouts for the Contender Tournament ("Rules and Procedures") can be viewed via the QR Code on the Entry Form. Hard copies will be available for review at the location at which the Event takes place (the "Venue") upon request. The Rules and Procedures are subject to the terms of sub-sections 6.2-6.3 hereof and may be modified and supplemented from time to time for purposes of fairness, operational matters, exigent circumstances and as may be otherwise determined by Producers and/or Teton Ridge in their sole discretion.

4.2 The Contender Tournament. The rules, scoring and judging of Events within the Contender Tournament shall be determined by Producers, not Teton Ridge, in the Producers' sole

discretion. Accordingly, rules, scoring and judging may not necessarily be consistent among various Events within the Contender Tournament. If and when Teton Ridge acts in the capacity of a Producer of an Event within the Contender Tournament, Teton Ridge shall have the right to make such determinations in its sole discretion, regardless of whether the nature and criteria for such determinations are consistent with those of The American, due to the different nature of the competitions. Any and all determinations and judgments of Producers in connection with the Contender Tournament (including, without limitation, Teton Ridge, when acting in such capacity hereunder) shall be final and not subject to challenge or appeal.

4.3 Qualification. Any and all matters pertaining to the overall structure of the Contender Tournament and matters related to The American (as opposed to rules, scoring and judging of each competition within the Contender Tournament, which shall be implemented by Producers) including, without limitation, eligibility to compete, disqualification from competing, issuance of invitations to compete, rules and guidelines for The American, and otherwise, shall be made solely by Teton Ridge, shall be final, and shall not be subject to challenge or appeal.

4.4 Payouts. Payouts shall be made in accordance with the provisions of the Rules and Procedures and shall be subject to compliance with all rules and regulations of Producers and Teton Ridge and completion of all required tax documentation.

5. Appearance Release.

5.1 I hereby grant to Teton Ridge, and its parent, subsidiary and affiliated entities, and their respective agents, contractors, successors, licensees, designees and assigns (collectively, "Licensees"), (a) the right to film, tape, photograph and record me (such film, tape, photography and recordings shall be collectively referred to herein as "Recordings") in connection with the Contender Tournament and The American; and (b) the perpetual right to use, and to grant others the right to use, my name, likeness, performance, biographical information, photographs, voice, statements, personal characteristics, incidents in my life and other personal identification, including without limitation, any materials supplied or provided to Teton Ridge by me (collectively, "Likeness") for use in any and all manner and media, now known or hereafter devised, throughout the world, for any and all purposes, including without limitation, in and in connection with (i) the exhibition of the Contender Tournament and The American or portions thereof, (ii) in connection with the advertising, marketing, and promotion of the Contender Tournament, The American and of Licensees and related entities and their respective goods and services, and (iii) in and in connection with any other productions that may be produced by or on behalf of Teton Ridge or its licensees or assignees. The provisions of this Section also apply to uses in connection with advertising, marketing and promotion conducted by Teton Ridge's sponsors and co-branding partners and their respective goods and services, provided that any such use will be in the context of the Contender Tournament and will not appear in the form of a personal endorsement by me of any such goods and/or services.

5.2 I hereby acknowledge that all of my actions and speech are subject to being recorded and that some recordings may be made using microphones and/or cameras which are hidden or at a distance and not immediately apparent, or of which I may not be aware, and I nonetheless consent to such Recordings being made. I agree that Teton Ridge may edit the Recordings of me and intersperse the Recordings with any other material, as Teton Ridge may determine in its sole discretion.

5.3 I acknowledge that Teton Ridge is not obligated to record or use my Likeness nor to pay me for any use or reuse of the Recordings and my Likeness.

5.4 I agree that as between Teton Ridge and me, Teton Ridge is the sole owner of the Recordings. I acknowledge and agree (i) that THE AMERICAN CONTENDER TOURNAMENT, THE AMERICAN and TETON RIDGE, their respective logos and indicia and all extensions thereof (the "Teton

Ridge IP”) are wholly owned trademarks of Teton Ridge, LLC, (ii) that I shall not challenge or dispute such ownership and (iii) any uses of such trademarks shall inure to the benefit of Teton Ridge LLC.

5.5 For purposes of clarity, I shall be free to record my appearance and participation in the Contender Tournament solely for my personal use, including without limitation, by means of my owned and operated social media channels, on my website, and for my own personal public relations purposes, but not for any commercial purpose. In no event may I monetize the Teton Ridge IP.

5.6 I agree that I shall not have the right to terminate or rescind this Agreement or to enjoin, restrain or otherwise impair the exercise of any of the rights granted to Teton Ridge hereunder. For clarity, the provisions of this Section are subject to the waivers and releases contained in Section 14 hereof.

6. Code of Conduct. I acknowledge that the reputation of the Contender Tournament, Teton Ridge and its affiliates for integrity, fairness, good sportsmanship and protection of animal welfare is of paramount importance to Teton Ridge.

6.1 I shall not infringe upon or violate the rights of any other person or entity (including without limitation any other athlete or official) in connection with the Contender Tournament. I shall use due care and shall not negligently or intentionally cause injury or harm to any person in connection with my activities in connection with the Contender Tournament. At all times, I shall comply with all applicable federal, state and local laws and regulations.

6.2 I understand, acknowledge and agree that if I commit, or, if based upon an allegation supported by a reasonable investigation by Teton Ridge, am alleged to have committed or have otherwise been involved in, an act or offense of moral turpitude under federal, state or local laws, or which in the sole and reasonable discretion of Teton Ridge brings me into contempt, scandal or ridicule which would have an adverse effect on the reputation of the Contender Tournament, The American, Teton Ridge and/or Teton Ridge's affiliates, then, in addition to the remedies contained in herein and under applicable law, Teton Ridge shall have the right to disqualify me from competition in the Contender Tournament and to require me to forfeit any prizes that I may have won.

6.3 I acknowledge and shall abide by Teton Ridge's Animal Welfare Policy as contained in the Rules and Procedures. I understand, acknowledge and agree that a violation by me or my support personnel of the Animal Welfare Policy shall be deemed a material breach hereof, as determined by Teton Ridge, in its sole discretion.

7. Facilities. I understand that Teton Ridge, directly or through independent contractors, shall provide various services to support and facilitate the Contender Tournament (e.g., installation and maintenance of footing, supply and construction of stalls, chutes and other apparatus, preparation and warmup areas, etc.) (collectively, "Facilities"). I acknowledge that no one has made any express or implied representations or warranties with respect to any of the Facilities including, without limitation, regarding fitness or suitability for use in any way. I hereby expressly waive and release Teton Ridge from any claims or liability of every kind and nature in the event that (i) any defects or failure of Facilities affects or is alleged to affect my performance in the Contender Tournament and/or (ii) any defect or failure of Facilities causes injury to myself and/or property damage (including without limitation, injury to or death of any livestock; all of which shall be included in "Claims" hereunder).

8. Interference. I understand that due to the nature of rodeo sports, the actions or inactions of other competitors or personnel inside of the arena while competing, in or around the chutes, or inside or around stabling, preparation or warmup areas may interfere with my performance in the Contender Tournament, my winning of a Prize and/or advancement to the next round or bracket ("Interference"). I hereby waive any claims against Teton Ridge and its affiliates in the event that any Interference affects or is alleged to affect my performance in the Contender Tournament.

9. Health and Medical Care. I represent and warrant that I alone am responsible for evaluating whether or not my health and fitness are sufficient for participating in the Contender Tournament Events and that Teton Ridge has no responsibility whatsoever for making any such evaluation, recommendations or restrictions on my activities for health and safety reasons. However, I understand, acknowledge and agree that Teton Ridge reserves the right, but not the obligation, to disqualify me from competing if Teton Ridge has a good faith belief that competing might present undue danger to my health and safety, without any liability whatsoever. Producers have the right, but not the obligation, to provide medical assistance in case of serious injury or emergency. Without limitation, Teton Ridge shall have no liability in connection with the quality or timeliness of medical care that may be made available to me; it being expressly agreed that the foregoing shall be included as part of "Claims" that are released by me hereunder. I understand, acknowledge and agree that neither Teton Ridge nor Producers are under any obligation to pay for or provide insurance coverage for me in case of personal injury, illness or property damage and that I am solely responsible for all costs and expenses in connection therewith.

10. Emergency Veterinary Care. Producer shall have the right, but not the obligation, to make available emergency veterinary care in case of injury to my horse, at my sole expense. Without limitation, neither Teton Ridge nor Producer shall have any liability in connection with the quality or timeliness of veterinary care that may be made available (if any); it being expressly agreed that the foregoing shall be included as part of "Claims" that are released by me hereunder.

11. Waivers, Releases and Assumption of Risk.

11.1 As used herein:

(a) "Releasing Parties" means myself, my heirs, next of kin, spouse, spousal equivalent, guardians, legal representatives, executors, administrators, successors and assigns.

(b) "Released Parties" means Teton Ridge, Teton Ridge LLC, and each of the foregoing's members, parent, subsidiaries and affiliated entities, and the employees, agents, contractors, partners, principals and representatives of each of them, and their respective successors, licensees and assigns.

(c) "Claims" means any claims, causes of action, expenses, costs and liability of any kind or nature, whether at law or in equity, which may arise out of or in connection with my participation in the Contender Tournament or any events or conditions related thereto, including without limitation, in connection with serious illness, serious personal injury, property damage (including injury to or death of livestock), disability, death, invasion of right of privacy or publicity, infliction of emotional distress, defamation and false light, on any legal or equitable theory whatsoever.

11.2 I hereby represent and warrant that I am a highly experienced competitor in rodeo sports and have the qualifications and skills necessary in order to participate in the Contender Tournament. I am fully aware that rodeo sports, whether or not in connection with training, competition or otherwise, are inherently dangerous activities that might result in serious personal injury or death to myself or others, as well as serious property damage, including without limitation, injury to or death of livestock. I understand, acknowledge and agree that neither Teton Ridge nor anyone else acting on its behalf have made any representations or warranties of any kind regarding safety or risk of any kind or nature, including without limitation, risk arising from conditions at the Venues or elsewhere and/or any acts or omissions of Teton Ridge's personnel, officials, contractors and/or third parties. Notwithstanding the fact that Teton Ridge, directly or through others, shall provide various goods, services, resources and equipment for use in connection with the Contender Tournament and my participation therein and in connection therewith, no one has made any representations or warranties whatsoever with respect to any such goods, services, resources and equipment, and there are no warranties of any kind from anyone regarding fitness or suitability for use of any such goods, services, resources or equipment for any purpose in connection with my activities hereunder. I hereby waive any

rights that I otherwise might have to warnings or instructions regarding any aspect of the goods, services, resources and equipment utilized in connection with my participation in and in connection with the Contender Tournament.

11.3 I acknowledge the provisions and applicability of Sections 87 and 94 of the Texas Farm Animal Act and similar laws of other jurisdictions, as applicable, which limit liability in connection with equine and other farm animal-related sports.

11.4 I understand, acknowledge and agree that I, and I alone, am responsible for identifying, evaluating and determining whether my health and fitness levels are sufficient for participating in rodeo sports at the level of competition of the Contender Tournament, as well as the safety and risk factors pertaining to any and all activities in connection with the Contender Tournament, including without limitation, the hazards referred to above.

11.5 COVID-19. I understand the highly contagious nature of the novel coronavirus known as "COVID-19", including without limitation, variants thereof, which may arise from time to time and may have effects which differ in severity. I further understand and acknowledge that in connection with my participation in the Contender Tournament, I may be exposed to COVID-19, which could result in extremely serious illness, permanent disability and/or death. I understand and acknowledge that the risk of becoming exposed to or infected by COVID-19 while participating in the Contender Tournament may result from the acts, omissions or negligence of the Released Parties, or any of them, and that the waivers, releases and assumption of risk herein expressly apply to any exposure to or infection by COVID-19 that I may suffer.

11.6 I hereby acknowledge that the foregoing is not an exhaustive list of the risks, hazards and dangers to which I may be exposed as a result of my participation in the Contender Tournament, activities related to the Contender Tournament or my presence at any Venues or other locations at which Contender Tournament-related activities are conducted.

12. ASSUMPTION OF RISK, RELEASE AND AGREEMENT NOT TO SUE.

12.1 I AND THE OTHER RELEASING PARTIES HEREBY UNCONDITIONALLY AND EXPRESSLY ASSUME SOLE RESPONSIBILITY FOR ANY AND ALL RISKS, HAZARDS, DANGERS AND CLAIMS IN CONNECTION WITH THE CONTENDER TOURNAMENT OR OTHERWISE, REGARDLESS OF WHETHER THEY ARE SET FORTH IN THIS AGREEMENT.

12.2 I AND THE OTHER RELEASING PARTIES HEREBY KNOWINGLY AND IRREVOCABLY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AS DEFINED HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE RELEASING PARTIES ALSO AGREE NOT TO SUE OR INSTITUTE ANY OTHER LEGAL PROCEEDINGS BASED ON ANY OF THE RELEASED CLAIMS HEREUNDER AGAINST ANY OF THE RELEASED PARTIES, SPONSORS, ADVERTISERS, MEDIA PLATFORMS AND OTHER ENTITIES THAT BROADCAST OR EXHIBIT RECORDINGS OF THE CONTENDER TOURNAMENT AND THE AMERICAN, AND THEIR RESPECTIVE MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS, PARENT, SUBSIDIARY AND AFFILIATED ENTITIES, AND THE EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, PRINCIPALS OF EACH OF THEM, AND THEIR RESPECTIVE SUCCESSORS, LICENSEES AND ASSIGNS.

12.3 I understand that I could discover the existence of Claims in the future that I was unaware of at the time that I signed this Agreement. Nevertheless, I intend the release herein to be a full and complete waiver and release of any and all Claims as defined herein, whether or not currently existing, in accordance with the laws of any jurisdiction applicable hereto.

13. INDEMNITY. I AND THE OTHER RELEASING PARTIES IRREVOCABLY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS BY WHOMEVER ASSERTED ARISING OUT OF OR IN CONNECTION WITH (A) ANY BREACH OR

ALLEGED BREACH OF ANY AGREEMENT, PROVISION, REPRESENTATION OR WARRANTY MADE BY ME IN THIS AGREEMENT OR IN CONNECTION WITH A VIOLATION OF THE RULES BY ME, (B) MY PARTICIPATION IN THE CONTENDER TOURNAMENT OR THE ACTIVITIES ASSOCIATED WITH THE CONTENDER TOURNAMENT, (C) ANY CLAIMS AS DEFINED HEREIN, (D) MY POSSESSION OR USE OF ANY PRIZE, AND (E) ANY FAILURE BY ME TO PAY ANY TAXES DUE IN CONNECTION WITH ANY PRIZE THAT I MAY RECEIVE.

14. Independent Contractors. The relationship between the Parties hereunder shall at all times be that of independent contractors, and nothing contained herein shall render or constitute the Parties as joint venturers, partners, or agents of each other, nor shall either of the Parties hold themselves out to third parties contrary to the foregoing. This Agreement is made for the sole benefit and protection of the Parties and not for the benefit of any third party. No person or entity not a party to this Agreement, other than each Party's permitted assigns, shall have any rights hereunder.

15. Force Majeure. In case of the occurrence of any event such as act of nature (e.g., floods, earthquakes, fire, tornado, pandemic, epidemic, etc.) war, strikes, threats or acts of terrorism or similar acts, disease, World Health Organization travel advisories, civil disorder, non-availability of essential equipment, materials and supplies, curtailment of transportation or any other cause which makes the production of the Contender Tournament or any portion thereof impossible or impracticable, then Teton Ridge shall have the right to take any actions which it may deem reasonable and prudent which may include, without limitation, cancellation or postponement of the Contender Tournament or any portion(s) thereof, in its sole discretion, without liability to me or other third parties.

16. Interpretation. I understand, acknowledge and agree this Agreement is intended to operate and be construed as broadly as possible under applicable law. Accordingly, to the extent applicable law would limit this Agreement in any way, or invalidate any provisions hereof, such limitation or invalid provision shall not operate to invalidate this Agreement in its entirety; rather, this Agreement shall be deemed to operate and to be effective to the maximum extent permitted by law. This Agreement shall be in addition to the Rules and any other agreements that Teton Ridge may require me to sign in connection with my participation in the Contender Tournament.

17. Enforcement Any waiver of any term of this Agreement in a particular instance shall not be a waiver of such term for the future. I agree that the invalidity or enforceability of any part of this Agreement shall in no way affect the validity or enforceability of any of the remainder of this Agreement, nor with respect to the Rules or any other agreement in connection with the Contender Tournament. All remedies, rights, undertakings, obligations and agreements contained in the Agreement shall be in addition to and shall not limit any other remedy, right, undertaking, obligation or agreement of Teton Ridge.

18. Additional Documents. I agree to execute and deliver any additional documents that Teton Ridge deems necessary or desirable to effectuate the terms hereof or the conduct of the Contender Tournament.

19. Entire Agreement. This Agreement, together with the Entry Form and all Exhibits thereto, constitutes the entire agreement between Teton Ridge and me and supersedes and replaces any prior communications concerning the subject matter hereof, whether written or oral.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (excluding their conflict of laws provisions). The state and federal courts located in Parker County, Texas shall have exclusive jurisdiction and venue with respect to any matters hereunder.

I REPRESENT AND WARRANT THAT I HAVE BEEN GIVEN AMPLE OPPORTUNITY TO READ, AND I HAVE CAREFULLY READ, THIS ENTIRE AGREEMENT AND THAT I FULLY UNDERSTAND ITS PROVISIONS.

EXHIBIT TO THE ATHLETE AGREEMENT: PARENTAL INDUCEMENT

TO BE COMPLETED BY PARENT / LEGAL GUARDIAN IF ATHLETE IS UNDER THE AGE OF EIGHTEEN (18):

As a material part of the consideration inducing Teton Ridge to enter into the foregoing Agreement with the above-named athlete ("Athlete"), the undersigned ("Guardian"), being a parent or legal guardian and having custody of the Athlete, does hereby ratify and approve the agreement thereby created, and each and all of the terms, conditions, rights and obligations contained in the Agreement, including, without limitation, the Athlete's releases and assumptions of liability, and hereby agrees to secure and to do nothing directly or indirectly to hinder or prevent the full performance thereof by the Athlete; consents to the use of Athlete's name, likeness voice and biographical material, as provided in the Agreement; and irrevocably guarantees and warrants that the Athlete will not disaffirm or disavow the Agreement on the grounds that the Athlete is a minor at the date of the execution thereof, or on any other similar grounds. This guarantee shall be applicable as well to any modification, amendment, extension, renewal or substitution of the Agreement, and to the Agreement as modified by any waiver.

If Teton Ridge elects to seek Court approval of this Agreement, Guardian, in consideration of the execution of the Agreement by Teton Ridge, further agrees to cooperate with Teton Ridge to secure the approval, by a Court of competent jurisdiction, of the Agreement.

ACCEPTED AND AGREED:

Signature: _____

Print Name: _____

Email/Telephone: _____

Address: _____