

FOR PARTICIPANTS OF VOLUNTARY ACTIVITIES AND CHALLENGES

Event: _____

Assumption of Risk, Waiver and Release, and Indemnity (this "Waiver")

The undersigned participant ("Participant"), acknowledges and agrees that their participation in certain voluntary events and activities (the "Event") which is conducted, sponsored, co-sponsored, or arranged by Texas Roadhouse, Bubba's 33, and/or Jagers (collectively, "Texas Roadhouse"), is *strictly voluntary, consensual, and outside the scope of Participant's employment (if any) with Texas Roadhouse*. Participant represents that they are in good health and physical condition and able to participate in the Event and related activities, if Participant chooses to do so, without an expectation of physical harm or impairment to Participant or others. Participant expressly acknowledges and agrees that they are aware that the Event involves certain risks and dangers inherent to the Event, including acts of other participants. With knowledge of the foregoing, Participant voluntarily assumes all risks and danger inherent and incidental to the activities or events in which Participant participates in connection with the Event, whether foreseen or unforeseen, and whether occurring prior to, during, and/or after participation in the Event.

In consideration of the right to participate in the Event, Participant has and does hereby waive, release, defend and hold harmless, and indemnify Texas Roadhouse, Inc. and/or any of its subsidiaries, and their respective affiliates, subsidiaries, agents, employees, trustees, instructors, members, partners, shareholders, stockholders, employees, officers, directors, volunteers, insurers and any applicable contractors and/or subcontractors hired in connection with the Event (collectively, the "Texas Roadhouse Parties"), from any and all liability, actions, causes of actions, debts, claims, damages, costs, attorneys' fees, losses, and disputes on account of, or in any way arising out of, personal injury, loss of life, loss or damage to property, illness, and any consequences thereof, directly or indirectly, resulting from, incidental to, connected to or arising out of the Event or caused by any act or omission by Participant or others, negligent or otherwise, including any costs and attorneys' fees. The terms hereof shall serve as an assumption of risk, waiver, release and indemnity of the Texas Roadhouse Parties with respect to the Event for Participant, Participant's heirs, executors and administrators, and for all other parties claiming by and through

Participant and/or any other person or entity asserting any rights of, on behalf of, and/or arising from Participant.

Participant understands, acknowledges, and agrees that the Texas Roadhouse Parties and any of its respective designees, from time to time, produce promotional material relating to their programs and events (including the Event), and that, as a participant at the Event, that Participant or Participant's image or likeness may be included in connection with any broadcast or other reproduction of the Event. Therefore, without reservation or limitations, Participant, on their own behalf, hereby assigns, transfers, and grants to the Texas Roadhouse Parties and any of their respective successors, assignees, designees, licensees, vendors, and/or sponsors, the license and right to photograph, record and/or videotape Participant and to utilize such videotapes, photographs, productions or reproductions and Participant's name, face likeness, voice, and appearance as a part of the Event, in advertising and promoting the Event or in advertising and promoting future events. Participant further understands that neither any of the Texas Roadhouse Parties nor any third party is under any obligation to exercise any of the foregoing rights, licenses, and privileges.

Participant, on their own behalf, acknowledges and agrees that Participant is aware that this Waiver releases the Texas Roadhouse Parties from liability and contains an acknowledgement of Participant's voluntary and knowing assumption of the risk of injury, death, or illness as a result of participation in the Event, and that Participant has signed this Waiver voluntarily and of Participant's own free will. Participant expressly agrees that this Waiver is a present and ongoing waiver and is intended to be as broad and inclusive as permitted under applicable law. Participant agrees that if any part of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver, which shall be construed to be enforceable. Participant understands, acknowledges, and agrees that the original of this Waiver may be kept on file by Texas Roadhouse.

ACKNOWLEDGED AND AGREED AS OF THE FOLLOWING DATE: _____

Participant Signature (or Legal Guardian)

Participant Printed Name (or Legal Guardian)

If the subject is under 18 years of age: I am the parent or legal guardian of the minor who is named above. I warrant that I have the legal authority to execute the above Waiver on behalf of the minor. I approve this Waiver and hereby acknowledge and agree that I and the minor will be bound by all of the provisions contained herein.

FOR STORE USE ONLY

Store No: _____

Location Name: _____

Scan and e-mail signed form to EmploymentAgreements@texasroadhouse.com.