

Laramie Jubilee Days Junior Bull Riding 2009

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

By signing this agreement you are giving up certain rights, including the right to recover damages in case of injury, death or property damage. Read this agreement carefully before signing it.

I (Contestant/Observer) _____ (Age) _____, and (Custodial Parent or Legal Guardian if Contestant/Observer is a minor) _____, (hereinafter the "Undersigned", reside at _____ and acknowledge, consent, warrant and covenant, appropriate as follows:

1. Acknowledge that the age of Contestant/Observer is true and accurate.
2. Acknowledge that horse, sheep, calf, steer, heifer or bull or any other animal ("livestock") may, without warning or apparent cause, buck, stumble, fall, rear, bite, kick, run make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, etc. Steel panels, saddles, bridles and other equipment ("equipment") may loosen or break all of which may cause the rider to fall, be jolted or otherwise placed at risk, resulting in serious injury or death to themselves.
3. Acknowledge that all rodeo events are dangerous and involve Risks that may cause SERIOUS INJURY AND IN SOME CASES DEATH to a spectator or contestant, because of the unpredictable nature and irrational behavior of livestock, regardless of the livestock's training and past performance.
4. Voluntarily assume the risk and danger of injury or death inherent in being on or around Livestock and the use of equipment provided by MOUNTAIN STATES JUNIOR BULL RIDERS, INC. officers or owners, employees, family members, heirs or agents, the participants, sanctioning organization or any subdivision thereof, rodeo committee, stock contractor, rodeo association, arena operators or owners, officials, cowboy protection, any persons in any restricted areas, promoters, sponsors, advertisers, owners or lessees of premises used to conduct the event and each of them, each doing business under their own names or any other names or by Laramie Jubilee Days, Inc., its officers, directors, employees, agents, sponsors, volunteers or advertisers (hereinafter the "Releasees").
5. Acknowledge that the Undersigned each have inspected the arena, chutes, ground, pens and restricted areas to determine the safety and condition and hereby warrant the safe condition of such areas.
6. RELEASE, DISCHARGE AND PROMISE NOT TO SUE the Releasees for any loss, liability, damage or cost whatsoever arising out of or related to any loss, damage or injury (including death) to my person, children or property.
7. Release the Releasees from any claim or negligence relating to the Undersigned's riding ability or experience with livestock and the production of a rodeo or livestock related event. The Undersigned understand that the Undersigned are solely responsible for determining the Undersigned's ability to participate based on the Undersigned's own knowledge of Undersigned's experience and ability. The Undersigned further understand and accept the risk and that the Undersigned alone are responsible for inspecting and insuring the fitness and adequacy of all equipment that the Undersigned may utilize.
8. INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees from again any loss, liability, damage or cost that the Undersigned may incur arising out of or in any way connected with either the use or observation of the livestock and any equipment provided therewith or any acts or commissions of wranglers or other employees or agents.
9. I irrevocably grant the Releasees permission to use and own the copyright to any photograph, video tape or other likeness of the Undersigned while spectating or participating in a rodeo event. Such material may be used in a medium for any purpose whatsoever.
10. The Undersigned authorize a licensed physician, dentist and/or other medical care provider to carry out any emergency medical care of the Undersigned. The Undersigned agree to pay all costs associated with such medical treatment and related transportation for Undersigned.
11. Agree to abide by and follow any instructions given or rules established by Releasees with regard to the Undersigned's use or observation of the livestock and equipment provided therewith.
12. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State in which event is conducted and is intended to be as broad and inclusive as is permitted by State law in which event is conducted. And that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. This agreement shall be binding on the Undersigned's personal representative, children, heirs, legal representatives, successors and assigns.
13. Acknowledge that this document is a contract that is a perpetual, non revocable and that the Undersigned agree that if a lawsuit is filed against the Releasees and/or if the Undersigned cause any injury or damage in breach of this contract, the Undersigned shall pay all attorney's fees and costs incurred by Releasees.

I HAVE READ THIS DOCUMENT; I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

DATE

CONTESTANT/OBSERVER SIGNATURE

PARENT/GUARDIAN WAIVER FOR MINOR

Custodial Parent or Legal Guardian must sign the following if Contestant/Observer is under eighteen (18) years of age:

I, _____ acting as Legal Custodial Parent or Guardian, or Natural Guardian of _____

hereby affirms that he/she has read this Agreement, understands and consents to the terms on behalf of him/herself and on behalf of the minor Contestant/Observer. I have discussed with the Undersigned minor this document, its consequences and the dangers of the event in which the Undersigned minor wishes to participate or observe, and agrees to indemnify and save and hold harmless the Releasees from any loss, liability, damage, or cost they may incur because of any defects in or lack of capacity to act on behalf of minor Undersigned in executing this Agreement.

SIGNATURE OF CUSTODIAL PARENT OR LEGAL GUARDIAN: _____

THIS FORM MUST BE NOTARIZED:

COUNTY OF: _____

STATE OF: _____

This instrument was acknowledge before me this _____ day of _____, 20____, by _____, Contestant/Observer and _____ Custodial Parent or Legal Guardian if Contestant/Observer is not eighteen (18) years of age.

NOTARY PUBLIC: _____

My Commission Expires: _____