

LARIMER COUNTY FAIR JUNIOR RODEO

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") _____ (Age) _____, and Custodial Parent(s), Legal Guardian(s) or Natural Guardian(s) _____ (hereinafter all referred to as the "Undersigned"), reside at _____ and acknowledge, consent, warrant and covenant, appropriate as follows:

1. Acknowledge that Undersigned Contestant wishes to compete in the Larimer County Fair Junior Rodeo (LCFJR). Acknowledge that the age of the Undersigned contestant is true and accurate, and that the above Custodial Parent(s), Legal Guardian(s) or Natural Guardian(s) are all inclusive of individuals that have legal parental right and responsibilities in regards to Undersigned Contestant.
2. Acknowledge that a 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 or kick a person, push or shove a person, etc., causing serious injury or even death. Steel panels, fencing, gates, ropes, oatches, saddles, bridles and other equipment ("equipment") may loosen or break all of which may cause the Undersigned 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 spectator or Undersigned because of the unpredictable nature and irrational behavior of livestock, regardless of the Undersigned's and/or livestock's training and past performance and all safety guidelines. The Undersigned will provide their own safety equipment and be responsible for its proper fit and performance.
4. Undersigned (including without limitation, contestants, parents observer, helper, volunteer, cowboy protection, stock contractors, rodeo producers and committees and contract personnel) agree to discharge, waive, and release and covenant to not to sue the Larimer County, the Larimer County Sheriff's Office, the Larimer County Sheriff's Posse, directors, officers or owners, employees, family members, heirs or agents, the participants, sanctioning organization or an subdivision thereof, rodeo committee, stock contractor, rodeo association, arena operators or owners, officials, cowboy protection, gate pullers, EMT personnel, any person 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 (hereinafter the "Releaseses"), from all claims, demands and liability from any and all property damage, personal injury and/or death arising from Undersigned observation, help or participation in the LCFJR. This discharge, waiver and release includes claims, demands and liabilities arising out of gross negligence or willful or want negligence of the parties so released. This discharge also includes claims, demands and liabilities by Undersigned for indemnities and contributions arising from property damage, personal injury and/or death to a third party.
5. Acknowledge that before the LCFJR, the Undersigned will inspect the arena, chutes, ground pens, livestock, cowboy protectors, arena personnel, gate puller, EMT personnel, and restricted areas to determine the safety, condition and qualifications of each and will hereby either warrant each safe and qualified for safe operation in the production of a rodeo or should any of the Undersigned find that any condition of the rodeo production unsafe, the Undersigned Contestant may either not compete and withdraw from the event, or prove Undersigned's own cost and risk their own cowboy protectors, EMT personnel or gate pullers, as long as each has signed all release and waiver of liability, assumption of risk, and indemnity forms required by the LCFJR.
6. Release the Releaseses from any claim of negligence relating to the Undersigned's riding ability or experience with livestock and the production of a rodeo. 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 inspection and insuring the fitness and adequacy of all equipment, personnel, livestock, EMT personnel and all arena personnel that the Undersigned may utilize.
7. Undersigned irrevocably grant the Releaseses permission to use and own the copyright to any photograph, video tape or other likenesses of the Undersigned while spectating or participating in a rodeo event. Such material may be used in a medium for any purpose whatsoever.
8. The Undersigned authorized a licensed physician, dentist and/or other medical care provider to carry out any emergency medial care of the Undersigned. The Undersigned agree to pay all costs associated with such medical treatment and related transportation for Undersigned.
9. Agree to abide by and follow any instructions given or rules established by the Releaseses with regard to the Undersigned's use or observation of the livestock and equipment provided therewith.
10. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the state and in intended to be as broad and inclusive as is permitted by state law in Colorado. 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.
11. Acknowledge that this document is a contract that is perpetual, non revocable and that the Undersigned agree that if a lawsuit is filed against the Releaseses and/or if the Undersigned causes any injury or damage in breach of this contract, the Undersigned shall pay all attorney's fees and costs incurred by Releaseses.

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

Date: _____ Member _____

EACH CUSTODIAL PARENT(S) LEGAL GUARDIAN(S), NATURAL GUARDIANS(S) MUST SIGN THE FOLLOWING FOR EACH CONTESTANT

I/we, _____, acting as Custodial Parent(s), Legal Guardian(s), Natural Guardian(s) of _____ hereby affirm that Undersigned have read this agreement, understand and consent to the terms on behalf of the Undersigned. I/we have discussed with the Undersigned, a minor, this document, its consequences and the dangers of the event in which the Undersigned minor contestant wishes to participate in, and agree to indemnify and save and hold harmless the Releaseses from any loss, liability, damage, or cost they may incur because of any defects in or lack of capacity to act on behalf of the Undersigned minor Contestant in executing this agreement.

SIGNATURE(S): _____, County of _____ State: _____
_____, County of _____ State: _____
_____, County of _____ State: _____

Signed this _____ day of _____, 20_____.