

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE PRODUCER, EVENT PROMOTER, ITS OWNER, EMPLOYEE AND AGENTS ("THE RELEASEES").

I, THE UNDERSIGNED, on behalf of myself (and my minor child) reside at ADDRESS LISTED BELOW. In consideration for allowing me (or my minor child) to handle, ride a horse, and/or compete or practice, exhibition or ride, and on behalf of myself, my child or our personal representatives, heirs, next of kin, spouses and assigns, I HEREBY:

1. Acknowledge that a horse may, without warning or any apparent cause, make unpredictable movements such as buck, stumble, fall, rear, bit, kick, run spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
2. Acknowledge that horseback riding (and barrel racing) can be a dangerous activity and involve risks that may cause serious injury and in some cases death, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past or current performance.
3. Voluntarily assume the risk and danger of injury or death inherent in the use of the horse.
4. Release, discharge and promise not to sue Douglas County Fairgrounds, Elevate Ranch Colorado, Hadley Arena, Mile Hi/Mile Hi Barrel Horse, and/or any of its owners, officers, employees and agents (hereinafter the "Releasees"), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
5. Indemnify, and save and hold harmless Douglas County Fairgrounds, Elevate Ranch Colorado, Hadley Arena, Mile Hi/Mile Hi Barrel Horse, and/or any of its owners, officers, employees and agents from and against any loss, liability, damage or cost that may incur while participating, riding, practicing, or attending an Event. Further, I agree to indemnify, and save and hold harmless any and all facilities hosting a Event including but not limited to: Douglas County Fairgrounds, Elevate Ranch Colorado, Hadley Arena, Mile Hi/Mile Hi Barrel Horse, and/or any of its owners, officers, employees and agents.
6. The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Colorado and is intended to be as broad and inclusive as is permitted by Colorado Law (RIDE AT YOUR OWN RISK), 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.
7. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Douglas County Fairgrounds, Elevate Ranch Colorado, Hadley Arena, Mile Hi/Mile Hi Barrel Horse, and/or any of its owners, officers, employees and agents, for any injury or damage is in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by against Hadley Arena, Wyatt Crowder, Rawhide Rodeo Co, and/or any of its owners, officers, employees and agents in defend such an action.
8. It is recommended that my child and all riders wear protective helmet. However, the choice is ultimately yours.
9. If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on behalf of the minor.

I have read this entire Release of Liability Document, and I understand it is a promise not to sue and releases Douglas County Fairgrounds, Elevate Ranch Colorado, Hadley Arena, Mile Hi/Mile Hi Barrel Horse, and/or any of its owners, officers, employees and agents, and/or any of its owners, officers, employees and agents as well as all of the facilities hosting events for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me or my child to ride, practice and/or compete in the event of barrel racing. I have concluded that the risks involved, and the release and waver of liability, is worth the pleasure of riding and/or competing.

Signature

Date