



2017
MOUNTAIN STATES RANCH RODEO
August 10, 2017 | Delta County Fairgrounds

RELEASE and WAIVER of LIABILITY, ASSUMPTION of RISK and INDEMNITY AGREEMENT

In consideration of being permitted to compete, officiate, observe, work or participate in any way in the event(s) or being permitted to enter for any purpose any RESTRICTED AREA, (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), Each of the undersigned, for himself or herself, his/her personal representatives, heirs and next of kin:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters, and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Delta County, Colorado, its officials, officers, employees, agents, volunteers, and any competitors, promoters, participants, stock contractors, stock owners, racing associations, sanctioning organizations or any subdivision thereof, arena or track operators, arena or track owners, officials, competition vehicle owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation of loss control activities regarding the premises of EVENTS(S) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF OTHERS, OR BY ACT OR FAILURE OF OTHERS, OR OF STOCK, MACHINERY, EQUIPMENT, or otherwise, INCLUDING BUT NOT LIMITED TO ACT OR FAILURE OF OTHERS, OR BY STOCK, MACHINERY, EQUIPMENT, NATURAL CONDITIONS OR OF IMPROVEMENTS.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH, WHETHER CAUSED BY, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF OTHERS, OR BY ACT OR FAILURE OF OTHERS, OR OF STOCK, MACHINERY, EQUIPMENT,

or otherwise, INCLUDING BUT NOT LIMITED TO ACT OR FAILURE OF OTHERS, OR BY STOCK, MACHINERY, EQUIPMENT, NATURAL CONDITIONS OR OF IMPROVEMENTS.

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) WHETHER CAUSED BY, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF OTHERS, OR BY ACT OR FAILURE OF OTHERS, OR OF STOCK, MACHINERY, EQUIPMENT, or otherwise, INCLUDING BUT NOT LIMITED TO ACT OR FAILURE OF OTHERS, OR BY STOCK, MACHINERY, EQUIPMENT, NATURAL CONDITIONS OR OF IMPROVEMENTS.

5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE INHERENTLY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I am more than Eighteen years of age.

Signed this _____ day of _____, 20_____.

PRINTED NAME: _____ DATE OF BIRTH: _____

SIGNATURE: _____

DELTA COUNTY FAIR BOARD USE ONLY

DATE RECEIVED: _____ RECEIVED BY: _____



2017 DELTA COUNTY FAIR EQUINE EVENT LIABILITY RELEASE

**MUST BE COMPLETED BY ALL EQUINE
PARTICIPANTS AT THE DELTA COUNTY FAIR.**

WARNING

Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

ASSUMPTION OF RISK: Participation in any type of equine (horse) activity has certain inherent risks and regardless of the precautions taken, it is impossible to ensure the safety of the participant. Horses are large animals, with many standing over five feet at the shoulder and weighing over 1000 lbs. Horses can buck off a person, kick, bite, step on, or otherwise injure a person. Horses have a tendency to react unpredictably to different sounds, sudden movements and unfamiliar objects. Some of the injuries that may occur from participating in an equine activity include, but are not limited to, damage to personal property, bodily injuries such as bruises, strains, pulled muscles, ruptured disks, broken bones, lacerations, paralysis, and even death. Such damage or injuries may result from falls, actions of other persons involved with the equine activity, and malfunctions of tack, equipment, fencing or other improvements at the facility.

I, _____ (name of participant) understand the risks involved in this activity and I am voluntarily participating in an equine activity on _____ (date) ("Equine Event").

HEALTH OF PARTICIPANT: I certify to the owners/activity sponsors/event organizers ("Event Organizers") that I am in good health and do not suffer from a heart condition, allergic condition, asthmatic condition, pregnancy, or other ailment which could be aggravated by my participation in this Equine Event.

AUTHORIZATIONS AND AGREEMENTS:

- I agree to adhere in strict accordance with all instructions received from the Event Organizers, and their employees, family members, instructors, guides and volunteers (collectively their "Agents").
- I will accurately and to the best of my ability, describe my experience with horses and riding ability to all Event Organizers and their Agents.
- If I am not clear on an instruction, I will immediately request clarification to my satisfaction before continuing participation.
- I assert I have disclosed any health issues or medication that is relevant to my participation in this Equine Event.
- I will cease any and all participation and promptly report any unusual feelings (e.g., chest discomfort, nausea, trouble breathing, and apparent injury) and/or loss of control of a

horse during this Equine Event to the Event Organizers and their Agents.

- I will promptly notify the Event Organizers and their Agents of any malfunctioning, defective or faulty equipment and any hazardous or dangerous conditions.
- I agree that Event Organizers and their Agents may administer emergency first aid, CPR, and AED when deemed necessary by such persons.
- I authorize emergency transport to medical care should that be deemed necessary by Event Organizers and their Agents.
- I authorize Event Organizers and their Agents to secure medical care when it is deemed necessary.
- I authorize Event Organizers and their Agents to share my medical information with emergency or medical personnel if deemed necessary by such persons.
- I agree to assume all costs of the care and transportation listed above.
- I am in full command of my faculties and I am not under the influence of intoxicates, alcohol, drugs or prescriptions, I further agree to abstain from any use of intoxicates or mind altering substances during my participation in this Equine Event.

I RECOGNIZE THAT THIS EQUINE EVENT IS A DANGEROUS ACTIVITY AND I AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS.

WAIVER OF LIABILITY/INDEMNIFICATION/COVENANT NOT TO SUE: I understand that while participating in an equine activity, which may include, but is not limited to, grooming horses, saddling horses, leading horses, walking around and/or petting horses, being in the same immediate area of a horse, riding a horse, loading and trailering a horse, and feeding a horse, I am at risk of suffering damage to my personal property and bodily injury or death. In consideration for participation in this Equine Event, on behalf of myself, and my heirs, successors and assigns, **I do hereby release, discharge, indemnify, and hold harmless, Delta County, the Delta County Fair Board, the Event Organizers and their Agents, insurance carriers and all others who are involved in working at, sponsoring, or participating in, this Equine Event, and all of their respective officials, officers, directors, employees, members, and agents (collectively "Indemnified Persons") from and against any and all liability, injury, demands, claims, losses, costs, expenses, and damages of any kind whatsoever, including without limitation injury or death of myself or any animal that I may use in such equine activity, that arise from or are in any way related to this Equine Event or my participation in it.** I covenant and agree not to sue any Indemnified Person for any cause of action or claim arising out of or in any way related to this Equine Event. I specifically agree, without limitation, to pay all costs and attorney's fees incurred by any Indemnified Person in investigating, responding to, and defending any claim brought by me or on my behalf.

I agree to be solely responsible for my own safety and to take every precaution to provide for the safety and wellbeing of others, while participating in the Equine Activities. This Release is given in the interest of permitting the Delta County Fair to exist and serve in the community. My indemnification, release and waiver is given in exchange for my or my child's participation in the Equine Activities and the Delta County Fair.

This Release shall apply to all Equine Activities associated with the Delta County Fair in 2017, and the indemnification, release and waiver shall not expire. Participants in the Delta County Fair do so at their sole risk. Insurance coverage for participants is not provided by

any of the Indemnified Persons regarding any injury, loss or liability that may arise through the participation in Equine Activities at the Delta County Fair. I understand this Release could affect my legal rights and I acknowledge that I have had the opportunity to consult with a lawyer of my choosing before signing this Release.

SEVERABILITY, JURISDICTION AND VENUE: I further expressly agree that the foregoing EQUINE EVENT LIABILITY RELEASE is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado, and if any portion thereof is held invalid, the remaining portions shall be given such interpretations as may be necessary so as to preserve their validity and legal effect notwithstanding the deletion of the invalid portions. I consent to the personal jurisdiction of the courts in the State of Colorado, and I agree that the venue for any legal action brought concerning this Equine Event or this EQUINE EVENT LIABILITY RELEASE, shall be in Delta County, Colorado.

ACKNOWLEDGMENT AND UNDERSTANDING: I have completely read this EQUINE EVENT LIABILITY RELEASE and fully understand its terms. I understand I am relinquishing substantial rights, including the right to sue. I further acknowledge that I am signing this EQUINE LIABILITY RELEASE freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability, including but not limited to liability resulting from negligence by Event Organizers, to the greatest extent allowed by law in the State of Colorado.

Signature: _____ Date/Time: _____

Name of Participant: _____ Date of Birth: _____
Please Print MM/DD/YYYY

Address: _____

City: _____ State/Country: _____ Zip: _____

Telephone: _____ Cell Phone Number: _____

Local Accommodation Address: _____

In Case of Emergency: Notify: _____ Phone Number: _____

PARENT OR GUARDIAN (If Participant is under age 18):

Printed Name: _____

Signature: _____ Date: _____