



# PARENTAL/MINOR CONSENT, RELEASE, WAIVER, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of a minor child (the Minor) 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 parents, and minor, for himself or herself, his/her personal representatives, heirs and next of kin:

1. WE, the undersigned acknowledge, that the Minor knows the nature of the EVENT(S) and the Minor’s capabilities, and believes the Minor to be qualified to participate in the EVENT(S); and agrees, and represents that he/she has or will immediately upon the Minor entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which the Minor enters, and he/she further agrees and warrants that, if at any time, the Minor is in or about RESTRICTED AREAS and he/she or the Minor feels anything to be unsafe, he/she will immediately advise the officials of such and if necessary will instruct the Minor leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. WE, the undersigned, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Delta County, Colorado, its board of county commissioners, officials, officers, employees, agents, volunteers, and any promoters, participants, stock contractors, stock owners, racing associations, sanctioning organizations or any subdivision thereof, arena and track operators, arena and 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, THE MINOR, 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 OR THE MINOR 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. WE, the undersigned, AGREE HEREBY 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 OR MINOR’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. WE, the undersigned, HEREBY ASSUME 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. WE, the undersigned, HEREBY acknowledge and will instruct the Minor that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR’S FUTURE. 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. WE, the undersigned, HEREBY agree that this Release Parental/Minor Consent, Release, Waiver, 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 of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. The Undersigned signs this agreement on his/her’s own behalf and on behalf of the Minor.
8. We, the Undersigned, HEREBY acknowledge that the Board of County Commissioners of Delta County has adopted a policy requiring the use of equine industry standard helmets at all equine activities conducted on the Delta County Fairgrounds. If I, or my child, choose not to wear such a helmet while participating, we AGREE HEREBY TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST.

I HAVE READ THIS Parental/Minor Consent, Release, Waiver, Assumption of Risk, and Indemnity Agreement and UNDERSTAND ITS TERMS AND 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.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
PRINTED MINOR’S NAME

\_\_\_\_\_  
MINOR’S DATE OF BIRTH

\_\_\_\_\_  
SIGNATURE OF MINOR

\_\_\_\_\_  
PRINTED NAME OF PARENT OR GUARDIAN

\_\_\_\_\_  
SIGNATURE OF PARENT OR GUARDIAN

\_\_\_\_\_  
PRINTED NAME OF PARENT OR GUARDIAN

\_\_\_\_\_  
SIGNATURE OF PARENT OR GUARDIAN