

ELIZABETH STAMPEDE RODEO

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to enter for any purpose any ELIZABETH STAMPEDE RODEO RESTRICTED AREA (herein defined as including but not limited to the rodeo arena, competition area, chutes, pens, areas reserved and intended for participants or restricted to the general public, and all walkways, concessions and other areas appurtenant to any area where any activity related to the event shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, assigns and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any of such restricted area, and will continuously thereafter, inspect such restricted areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such restricted area or areas and his participation, if any, in the event constitutes and acknowledgement that he has inspected such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, and 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 will leave the restricted areas:

1. HEREBY RELEASES WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the ELIZABETH RODEO ASSOCIATION or any subdivision thereof, rodeo committee, stock contractor, rodeo association, arena operators, owners, officials, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their volunteers, officers 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 account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon the restricted area, and/or, competing, officiating in, observing, working for, or for any purposes participating in the event;
2. 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, including without limitation reasonable attorneys fees, due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the event.
4. HEREBY UNDERSTANDS AND AGREES that any and all photographs, videos, voice recordings, images and writings of any sort whatsoever that may be created by, for or in association with the undersigned in any way while in the RESTRICTED AREA or otherwise upon the rodeo grounds shall be the sole property of the Professional Rodeo Cowboys Association (PRCA) and the Elizabeth Rodeo Association and copyright thereto shall inure to the benefit of the PRCA, the Elizabeth Rodeo Association and their successors and assigns.
5. HEREBY UNDERSTANDS AND AGREES that whenever used in this WAIVER, the singular shall include the plural and vice versa, and the use of any gender shall include all genders and the neuter. Furthermore, the undersigned has in fact reviewed this WAIVER and the rule of construction to the effect that "any ambiguities are to be resolved against the drafting party" shall not be employed in the interpretation of this WAIVER.

WARNING: UNDER COLORADO LAW, THERE IS NO LIABILITY FOR THE DEATH OF OR INJURY TO A PARTICIPANT IN AN AGRICULTURAL RECREATION OR AGRITOURISM ACTIVITY RESULTING FROM THE INHERENT RISKS OF THE AGRICULTURAL RECREATION OR AGRITOURISM ACTIVITY, PURSUANT TO SECTION 13-21-121, COLORADO REVISED STATUTES.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State of Colorado, in which the event is 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.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. I HAVE READ THIS DOCUMENT AND I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND I ASSUME ALL RISK INHERENT IN RODEO. I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS.

Participant:

I, _____, have read and understand the foregoing RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and, by affixing my signature hereto, acknowledge and agree to all of the terms and conditions contained therein.

Date: _____

Signature of Participant: _____

Phone: _____ Email: _____

Participant's Parent or Guardian

I, _____, have read and understand the foregoing RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and, by affixing my signature hereto, acknowledge and agree to all of the terms and conditions contained therein on behalf of myself and my child, and agree to be personally bound thereby.

Date: _____

Signature of Parent/Guardian: _____