

# Idaho Junior High Division Rodeo Association, Inc.

(Please Print Clearly and fill in All Blanks)

Member (Participant) Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ DOB: Month: \_\_\_\_\_ Day: \_\_\_\_\_ Year: \_\_\_\_\_

## PARTICIPANT'S RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

We, the undersigned member/participant and other signatories, hereby request that the above-named (member) participant be granted permission (1) to enter the restricted area, (2) to participate as a contestant, assistant, official or otherwise in rodeo events, (3) to compete for money, prizes, recognition or reward, (4) to be covered by participants' hospitalization insurance, if applicable, as limited by the master policy (all collectively hereinafter called "permissive entry").

In consideration of "permissive entry" to member/participant into the restricted area, which is the area from which admission to the general public is restricted, which includes, but is not limited to the rodeo arena, competition area, chutes pens, adjacent walkways, concessions, and other appurtenances, we, the undersigned, on behalf of the member/participant and for ourselves, our personal representatives, heirs, next of kin, spouses and assigns, do hereby:

1. ACKNOWLEDGE that, *The Member/Participant, Parent or Legal guardian*, participate in this event(s) totally at their own risk for injuries or property damage we, my family or my equine animal may incur and, we acknowledge that we, *The Member/Participant, Parent or Legal Guardian, et al*, hereby RELEASE DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO SUE the rodeo committee, stock contractors, rodeo association, sponsors, arena operators or owners, and each of them, their officers, agents and employees (all hereinafter collectively referred to as "releasees") from any and all claims and liability arising out of strict liability or ordinary negligence of releasees or any other participant or animal which causes the member/participant or any of the other undersigned injury, death, damages or property damage. We, the undersigned, jointly, severally, and in common, covenant to hold releasees harmless and to indemnify releasees from any claim, judgement, or expenses releasees may incur arising out of any of the member's/participant's activities or presence in the restricted area.

2. UNDERSTAND that members/participants entry into the restricted area and/or participation in rodeo events contains DANGER AND RISK OF INJURY OR DEATH TO MEMBER/PARTICIPANT, that conditions of the rodeo arena change from time to time and may become more hazardous, that rodeo animals are dangerous and unpredictable, and that there is INHERENT DANGER in rodeo which we each appreciate and voluntarily assume because the member/participant and we choose to do so. Each of the undersigned has observed events of the type that the member/participant seeks to participate in. We further understand that the arena surface, access ways or lack thereof, lighting or lack thereof, and weather conditions all change and pose a danger to the member/participant. We further understand that other contestants and participants and their animals pose a danger to the member/participant, but nevertheless, WE EACH VOLUNTARILY ELECT TO ACCEPT ALL RISKS connected with the member's/participant's entry into the restricted area and/or participation in any rodeo events.

3. AGREE that this agreement shall apply to any incident, injury, accident, or death occurring on or after the date of the member/participant's signing, including without limitation, at the Idaho Junior High School Division State Finals Rodeo and FOR A PERIOD OF TIME covering any statutory period in which a cause of action may accrue for minors or adults. All subsequent agreements and release documents signed by any of the undersigned shall amplify but shall in no way limit the provisions of this document. The provisions of this document may be cancelled by any one of the undersigned by delivering to the above rodeo association written cancellation of this agreement which shall be effective 24 hours after the date said cancellation is actually received, by the rodeo association.

4. The member/participant and the undersigned parents or guardians of the member/participant AGREE TO INDEMNIFY the releasees and each of them from any loss, liability, damage, or costs (including reasonable attorneys' fees) they may incur due to the presence or participation of the member/participant and their equine animal in the described activities whether caused by the negligence of the releasees or otherwise. If the member/participant is a minor, the parents or guardian of the member/participant agree that by signing hereunder they are in addition to binding themselves to this agreement, binding the member/participant to the maximum extent permitted by law. Nothing herein shall be construed to be a waiver of the limitations on damages or any of the immunities or defenses provided to, or enjoyed by, the releasees under federal or state constitutional, statutory or common law.

5. Releasor or parents or guardians of the undersigned participant assume and accept full responsibility for any damages done by them or their equine animal, at this rodeo event/activity.

WE HAVE READ THIS DOCUMENT; WE UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. WE APPRECIATE AND ASSUME ALL RISK INHERENT IN RODEO.

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Print Clearly Name of Parent or Legal Guardian

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Print Clearly Name of Parent or Legal Guardian

\_\_\_\_\_  
Signature of Member/Participant

\_\_\_\_\_  
Print Clearly Name of Member/Participant

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021 before me, personally appeared

Stamp:

\_\_\_\_\_  
Notary List all Names Notarized

to me known to be the persons who executed the foregoing Release and acknowledged that they signed same at their free act and deed.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**\*\*\*Both parents or legal guardian and member must sign this form in the appropriate places above. If only one parent is signing, please note reason on signature line. For example, DECEASED, DIVORCED AND FULL CUSTODY, ETC. All Signatures must be witnessed by a notary and listed as personally appearing in the appropriate place on the form. This form needs returned to the IJHDRA State Secretary at State Finals Check-in.**