

WAIVER AND RELEASE OF RIGHTS

For and in consideration of the undersigned Participant’s (Participant) registration in **EXCEPTIONAL RODEO**. Participant (and the parent(s) or legal guardian(s) of Participant, if applicable) waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to Participant, arising out of participation in **EXCEPTIONAL RODEO**, and by this agreement any such claims, rights, and causes of action that Participant (and Participant’s parent(s) or legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and Participant (and parent(s)/guardian(s), if applicable) does(do) so on behalf of my/our and Participant’s heirs, executors, administrators and assigns.

Participant (and Participant’s parent(s)/guardian(s), if applicable) acknowledge, understand and assume all risks relating to participation in **EXCEPTIONAL RODEO** and related activities, and hereby affirm their understanding that these activities involve risks to Participant’s person including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that Participant (and Participant’s parent(s)/guardian(s), if applicable) have full knowledge of said risks. These risks and dangers may be caused by the negligence of the Participant or the negligence of others, including the “releasees” identified below. Participant (and Participant’s parent(s)/guardian(s), if applicable) further acknowledge that there may be risks and dangers not known or not reasonably foreseeable at this time.

Participant (and Participant’s parent(s)/guardian(s), if applicable) acknowledge, understand and agree that all of the risks and dangers described throughout this agreement, including those caused by the negligence of Participant and/or others, are included within the waiver, release and relinquishment described in the preceding paragraph. Participant (and Participant’s parent(s)/guardian(s), if applicable) acknowledge, understand and assume the risks, if any, arising from the conditions related to the rodeo arena, chutes, pens, and other areas and facilities utilized during the camp and acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said facilities, for negligent selection of certain releasees, or negligent supervision or instruction by releasees.

Participant (and Participant’s parent(s)/guardian(s), if applicable) agree if any claim for Participant’s personal injury or wrongful death is commenced against releasees, he/she shall defend, indemnify and save harmless releasees from any and all claims or causes of action by whomever or wherever made or presented for Participant’s personal injuries, property damage or wrongful death. It is the purpose of this agreement to exempt, waive and relieve releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releasees. “Releasees” include the **EXCEPTIONAL RODEO**, its organizers, its affiliated entities, directors, officers, employees and agents, camp instructors, camp volunteers, judges, sponsors, advertisers, rodeo committee, stock contractor or other owner of any livestock associated with the **EXCEPTIONAL RODEO** and the owners and operators of the premises used to conduct any event or camp, including any agents and employees thereof.

Participant (and Participant’s parent(s)/guardian(s), if applicable) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers of rodeo camps and related activities.

The Waiver and Release shall be construed in accordance with the subject to the laws of the State of California. If any paragraph, section, sentence, clause, or phrase contained in this Waiver and Release Form becomes or is held by any court of competent jurisdiction to be illegal, null, or void or against public policy, the remaining paragraphs, sections, sentences, clauses, or phrases contained in this Waiver and Release Form shall not be affected thereby.

AUTHORIZATION AND EVENT PROMOTION

Participant (and Participant’s parent(s)/guardian(s), if applicable) agree that Participant may be filmed and photographed by photographer(s) and network(s) retained by the **EXCEPTIONAL RODEO** and hereby give the **EXCEPTIONAL RODEO** the right to use Participant’s name, picture, and likeness to promote the **EXCEPTIONAL RODEO**, the sport of rodeo and related **EXCEPTIONAL RODEO**.

PARTICIPANT NAME (PRINT) _____ Age _____

Parent(s) or Guardian(s) must Execute below to affirm his/her acknowledgement and acceptance of the above Waiver and Release Agreement

PARENT OR GUARDIAN NAME (PRINT) _____ Relationship _____
PARENT OR GUARDIAN SIGNATURE _____ Date Signed: _____