



**Mandan Rodeo Days Remarkable Kids Rodeo
Assumption of Risk, Waiver and Release of Liability, and Indemnification Agreement**

I, _____ (Print Parent/Guardian First/Last Name) on behalf of myself and my
minor child(ren) _____ (Print Child's(ren's) First/Last
Name)

(hereinafter referred to as "Participant," which term includes all family members or child or the parent or legally-appointed guardian of the Participant if he or she is a minor), is freely and voluntarily seeking to participate in Mandan Rodeo Days Remarkable Kids Rodeo related activities (hereinafter referred to as "Event"). The Event may be produced and/or sponsored in whole or in part by Mandan Rodeo Days Remarkable Kids Rodeo (hereinafter, together with its sponsors, officers, directors, volunteers, collectively referred to as "the Event Sponsor"). Participant acknowledges that he or she has no property or other right to participate in the Event and that Participant can participate in the Event only with the consent of the Event Sponsor.

In consideration of the Event Sponsor allowing the Participant to participate in the Event, the Participant agrees as follows:

Inherent Risks of Equine Activities/Assumption of Risks.

I acknowledge that there are numerous inherent risks of equine activities, whether preparing for, entering, attending, participating in, or leaving the Event. The inherent risks are those dangers and conditions which are an integral part of equine activities, including *but not limited to*:

- A. the propensity of an equine or other animal to behave in ways that may result in injury, harm or death to persons on or around them;
- B. the unpredictability of the equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals;
- C. certain hazards such as surface or subsurface conditions;
- D. Collisions with other animals or objects;
- E. The potential of another participant to act in a negligent manner that may contribute to injury to the Participant or others, such as failing to maintain control over the equine or not acting within his or her ability;
- F. The breakage or failure of tack or other equipment; and
- G. The potential that an equine or animal may suffer an injury or lose its footing or balance resulting in a fall or other movement that causes injury or harm to the rider or other persons or animals in the vicinity.

Participant is not relying on the Event Sponsor to list all possible inherent risks or all risks of participating in the Event.

Waiver and Release of Liability.

With full knowledge and appreciation of these and other inherent risks of equine activities, Participant freely and voluntarily assumes the risks of the equine activities involved in any aspect of the Event. In this connection, Participant also voluntarily agrees to waive any and all rights to sue and hereby releases the Event Sponsor from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of the Event, or resulting from any action or inaction by the Event Sponsor. This waiver and release shall be effective even if the injury, death, or damage to person or property is caused by or contributed to by actions or failure to act of the Event Sponsor which were negligent or in violation of any applicable law pertaining to equine activities. Neither Participant nor Participant's representatives shall make any claim against, maintain an action against, or recover from the Event Sponsor or others acting on their behalf for injury, loss, damage or death of the Participant or to the Participant's personal property (regardless of whether the Event Sponsor was negligent or somehow violated an applicable law pertaining to equine activities).

Indemnification.

Participant hereby agrees to indemnify and hold harmless the Event Sponsor from any liability, claim, loss or expenses asserted against or incurred by the Event Sponsor for damages arising out of the actions or inactions of the Participant or Participant's employees, agents, representatives, trainers, animals, independent contractors, or others acting on their behalf. The term "expenses" shall include, but not be limited to, attorney fees, court costs, investigation costs, and other expenses incurred in the defense of any matter asserted which may be covered by this indemnification provision.

Miscellaneous.

Participant agrees that this Assumption of Risk, Waiver and Release of Liability shall be enforced to the greatest extent permitted by law. If any clause of this Assumption of Risk, Waiver and Release of Liability conflicts with applicable law, only that clause will be null and void, but the remainder shall stay in full force and effect. Should Participant (or others on behalf of Participant) file a lawsuit in breach of this Assumption of Risk, Waiver or Release of Liability, the Participant (or others on behalf of the Participant) agree to pay all attorney fees, court costs, and other costs incurred by Event Sponsor.

I have READ/UNDERSTAND/AGREE to the above statements and releases.

Signature of parent/guardian

Date

Media/Photo Release and Emergency Medical Consent

Media/Photo Release

Mandan Rodeo Days Remarkable Kids Rodeo has my permission to reproduce any photographs and/or audio, video, and/or verbal material taken of myself, daughter, or son. The photographs and/or audio-visual materials can be used for promotional material, educational activities/exhibitions, and/or social media. Photographs or audio-visual material may be reproduced at any time for newspaper publications, brochures, poster presentations, educational/instructional manuals, online, websites, media, and/or books.

____ Yes, I DO consent

____ No thank you, I DO NOT consent

Emergency Medical Consent

In the event of an emergency, the undersigned authorizes Mandan Rodeo Days Remarkable Kids Rodeo and their designated agent to authorize such medical assistance as they determine to be necessary. The undersigned authorizes any licensed physician and/or medical facility to provide any medical/surgical care and/or hospitalization, including anesthetic, which they determine necessary advisable, pending receipt of a specific consent from the undersigned.

Who to contact in case of an emergency (if you shall not be available): _____

Relation: _____ Phone(s): _____

Preferred Hospital: _____ Physician: _____

DOB: _____

I have READ/UNDERSTAND/AGREE to the above statements and releases.

Signature of parent/guardian

Date

****Please Read, PRINT, and BRING Paper Copy to the Rodeo the day of. MUST have a signed liability waiver in order to participate!****