

# NATIONAL HIGH SCHOOL RODEO ASSOCIATION

(Please Print Clearly or Type and fill in all blanks)

Member's Name: \_\_\_\_\_

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

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

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

We, the undersigned member and other signatories, hereby request that the above-named member (member) 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 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 member, and the undersigned parents or legal guardian of the member, on behalf of the member, and for ourselves, our personal representatives, heirs, next of kin, spouses and assigns, do hereby:

1. RELEASE, DISCHARGE AND COVENANT NOT TO SUE the rodeo committee, stock contractor, 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 which causes the member 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 activities or presence in the restricted area.
2. UNDERSTAND that member's entry into the restricted area and/or participation in rodeo events contains DANGER AND RISK OF INJURY OR DEATH TO MEMBER, 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 we choose to do so. Each of the undersigned has observed events of the type that the member 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. We further understand that other contestants and participants pose a danger to the member, but nevertheless, WE EACH VOLUNTARILY ELECT TO ACCEPT ALL RISKS connected with the member'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's signing, including without limitation, at the National High School 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 and the undersigned parents or guardians of the member, jointly and severally, 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 in the described activities whether caused by the negligence of the releasees or otherwise. If the member is a minor, the parents or guardian of the member agree that by signing hereunder they are in addition to binding themselves to this agreement, binding the member 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.

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

\_\_\_\_\_  
Signature of Natural Father

\_\_\_\_\_  
Print Clearly or Type Name of Natural Father

\_\_\_\_\_  
Signature of Natural Mother

\_\_\_\_\_  
Print Clearly or Type Name of Natural Mother

\_\_\_\_\_  
Signature of Legal Guardian

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

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Print Clearly or Type Name of Member

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, before me, personally appeared \_\_\_\_\_

Notary: List all Names Notarized

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

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

\_\_\_\_\_  
Notary Public/Commissioner of Oaths

**\*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. Be sure that notary signs, dates and places his/her seal on the form. Please return original Member's Release form to the state/province secretary with Official Contestant Entry Form.**