

BASIN BUCKAROOS RODEO ASSOCIATION

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

FOR THE YEAR 2011

I (print name here) _____ (hereinafter referred to as "Participant," which term includes the parent or legally-appointed guardian of the Participant if he or she is a minor), am freely and voluntarily seeking to participate in Basin Buckaroos Rodeo Association horse-related practice sessions and events (hereinafter referred to as "Event"). The Event may be produced and/or sponsored in whole or in part by the Basin Buckaroos Rodeo Association (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:

1. Inherent Risks of Rodeo Activities/Assumption of Risks. Contestant acknowledges that there are numerous inherent risks of rodeo 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 rodeo 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 a participant or other contestant 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 Event Sponsor to list all possible inherent risks or all risks of participating in the Event.

2. Waivers and Release of Liability. With full knowledge and appreciation of these and other inherent risks of rodeo activities, Participant freely and voluntarily assumes the risks of the rodeo 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 horse or personal property (regardless of whether the Event Sponsor was negligent or somehow violated an applicable law pertaining to rodeo activities).

3. 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.

