

RELEASE FROM LIABILITY

This RELEASE FROM LIABILITY is made and entered into on this _____ day of _____, 20____, by and between Vale Rodeo Inc., hereinafter designated VALE RODEO and _____, hereinafter designated PARTICIPANT; and if Participant is a minor, Participant's parent or guardian, _____.

Participant

Guardian

In return for the use today, and on all future days, of property, facilities, and services of Vale Rodeo, the Participant, his heirs, assigns and legal representatives, hereby expressly agree to the following:

1. Participant is responsible for full and complete insurance coverage on his horse, personal property, and himself.
2. Participant understands there are risks in and around rodeo activities, and that a rodeo activity sponsor and/or rodeo professional and/or Vale Rodeo is not liable for an injury to, or the death of a Participant in rodeo activities resulting from the inherent risk of rodeo activities.
3. PARTICIPANT AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM VALE RODEO'S PROPERTY AND FACILITIES including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, animals or stationary objects, fire or explosion, the unavailability of emergency medical care, and or the negligence and or deliberate act of another person.
4. Participant agrees to hold Vale Rodeo and all land owners, successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees, and agents completely harmless and not liable and releases them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Participants use of or presence upon including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of Vale Rodeo.
5. Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
6. Participant agrees to indemnify and defend Vale Rodeo against, and hold harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arises from Participant's use of or presence upon Vale Rodeo's property and facilities.
7. Participant agrees to abide by all of Vale Rodeo's rules and regulations, and Participant is responsible for using protective gear.
8. If Participant is using a horse supplied by Participant, the horse shall be free from infection, contagious or transmissible diseases. Vale Rodeo reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
9. This Contract is non-assignable and non-transferable and made and entered into the State of Oregon and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When Participant (and Participant's parent or guardian, if Participant is a minor) sign this contract, it will then be binding, subject to the above terms and conditions.

I have read and understand this release.

Participant's Signature: _____

Participant's Parent or Guardian (if Participant is a minor) _____