



Waiver, Release, and Indemnification Agreement

Witness this agreement, this ____ day of _____, by and between _____, (“Participant”) and Mountain High Broncs and Bulls, its Board of Directors, agents, successors in interest and assigns, (“MHBB”). For consideration received, and in return for the use, today and all future dates, of the property, facilities and services, and participation in the events of MHBB, Participant, Participant’s assigns, heirs, and representatives, hereby agree as follows:

1. Participant acknowledges there are inherent risks associated with Rodeo activities such as described below, and hereby expressly assumes all risks associated with participation in such activities. The inherent risks include, but are not limited to property damage or loss, personal injury, or death. Participant acknowledges that Rodeo, by its very nature, is a dangerous and unpredictable event, and subject to the whim of potentially unpredictable Rodeo livestock. Participant assumes all risks in connection therewith and expressly waives any claim for injury or loss arising therefrom. Participant agrees to abide by and follow MHBB’s rules and regulations, which shall be posted and available upon request. Participant further acknowledges that the risk is contingent to some degree upon the ability of Participant and assumes all risk therefrom and warrants that he/she possesses the requisite skill, experience, abilities, and physical conditioning to engage in rodeo activity.

Prior to the inception of any practice session, program or related activity, Participant agrees to inspect the event area including any area upon which riding, racing, roping, or practice sessions are conducted, including but not limited to arenas, corrals, race tracks, all walkways, concessions, and appurtenances thereto, and all gates, and ingress and egress to such areas. Participant further agrees that his or her participation in any practice session, program, event, or other related activity, or his or her entrance upon the area outlined herein does constitute an acknowledgment of such inspection and acceptance of such area as safe and reasonably suited for the purposes of Rodeo events and related activities. Participant agrees that, if at any time, he or she believes the areas outlined above to be unsafe or inadequate, he or she will immediately notify the proper official of such concerns and leave the area.

Participant expressly releases MHBB from any and all claims for personal injury, death, or property damage, even if caused by the negligence of MHBB (if allowed by the laws of this state) by MHBB or its representatives, agents or employees.

2. Participant agrees to hold harmless, indemnify and defend MHBB against, and hold harmless from any and all claims, demands, caused of action, damages, judgments, orders, costs or expenses, including attorneys fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Participant’s participation in the events of, or presence upon the property of MHBB and the facilities located thereon.

3. In the event Participant is using his or her own horse, Participant warrants said horse shall be free from infection, contagious or transmittable diseases. MHBB reserves the right to refuse access to or use of any horse upon the premises that does not appear to be in good health, or is deemed dangerous or undesirable.

4. Participant agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance 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 said release.

5. If any part of parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

6. The covenants, conditions, waivers, and agreements contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assignees of the Parties.

7. This Agreement constitutes the entire Agreement between the parties and supersedes any prior understanding or presentation of any kind preceding the date of this Agreement. There are no other promises, conditions, understanding or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing only, which must be signed by all Parties.

8. If Participant is under 18 years of age on the date of the event contemplated in this Agreement, this Agreement must be signed by his or her legal guardian and notarized. Failure to obtain notarized guardian's signature will result in Participant's exclusion from any of the events of MHBB.

Participant's signature: _____

Print name: _____

As the parent and/or legal guardian for the minor Participant identified above, I hereby accept and agree to all of the terms and conditions of this Agreement in connection with the minor's participation in the events of MHBB. If, despite this Agreement, I, or anyone on the minor Participant's behalf, makes a claim for liability against any of the released parties, I will indemnify, defend and hold harmless each of the released parties from any such liabilities which may be incurred as the result of such claim.

Parent/Guardian's signature: _____ Date: _____

Print name of Parent/Guardian: _____

STATE OF OREGON)
) ss.
County of Willowa)

This instrument was acknowledged before me on this ____ day of _____, by
_____ as parent or guardian of _____, Participant.

Notary Public for Oregon
My commission expires: