

Contestant's Complete Release Waiver & Assumption of Risk Indemnity Agreement

**"Paisley Youth Rodeo Association"**

The **"City Of Paisley"** or any workers, associates, or family members.

Contestant's Full Name \_\_\_\_\_ Announced Name/Nickname \_\_\_\_\_

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

Telephone Number \_\_\_\_\_

Age as of January 1<sup>st</sup> of the current year \_\_\_\_\_ Birthday \_\_\_\_\_

Email \_\_\_\_\_

We, the undersigned, hereby request that the above named contestant 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. In consideration of "permissive entry" to minor 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 undersigned, on behalf of the minor 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 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, judgment or expenses releasees may incur arising out of any of the minor's activities or presence in the restricted area.

2. UNDERSTAND that minor's or contestant entry into the restricted area and/or participation in rodeo events contains DANGER AND RISK OF INJURY OR DEATH TO contestant, 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 the minor and we choose to do so. Each of the undersigned has observed events of the type that the minor 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 minor. We further understand that other contestants and participants pose a danger to the minor, but nevertheless, WE EACH VOLUNTARILY ELECT TO ACCEPT ALL RISKS connected with the contestant 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 the below date and FOR A PERIOD OF ONE YEAR FROM THE BELOW DATE AT ALL OF THESE COMPETITIONS. 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 PRODUCER written cancellation of this agreement which shall be effective 24 hours after the date said cancellation is actually received by the PRODUCER. 4. Release of parents or guardians of the undersigned contestant AGREE TO INDEMNIFY the Releasees and each of them from any loss, liability, damage or costs they may incur due to the presence

or participation of the minor in the described activities whether caused by the negligence of the Releasees or otherwise.

5. No dogs allowed on grounds, which means in or around the competition area, arena, or horse stabling area. All dogs could bite.

6. If you know your horse will bite, buck, or kick at another horse or person, you need to have a red ribbon attached to its tail, to help notify other competitors of such. It is the competitor's responsibility to forewarn other competitors of the problems with such horses.

7. All children, whether contestants or not, must be closely supervised by at least one parent or legal guardian at all times while on the premises. No babysitting services provided.

8. Unsportsmanlike conduct or abuse of animals is forbidden on the premises. If a competitor and/or family members are considered by the management and/or judge to be in violation, the competitor and/or family can be asked to leave the property immediately and no refunds.

9. No stallions allowed on the premises for any reason.

10. PYRA highly recommends only hard, slick, leather soled cowboy boots for dismounting during the competition of the timed events.

11. BY YOUR SIGNATURES BELOW YOU ACKNOWLEDGE and AGREE TO THE PARAGRAPH ABOVE AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE STATE OF OREGON EQUINE ACTIVITY STATUTE (ORS 30.687-30-679) AS PRINTED BELOW, RECOGNIZE THIS IS A RELATED EQUINE ACTIVITY, AND BY YOUR PRESENCE &/OR PARTICIPATION AT PYRA AND PAISLEY YOUTH RODEO ASSN. RELATED ACITIVITIES YOU HAVE AGREED AND ACCEPTED THE LIMITS OF LIABILITY RESULTING FROM INHERENT RISKS OF EQUINE ACITIVITES. ALL PERSONS ASSOCIATED WITH CET WILL BE REGARDED AS PARTICIPANTS AND ARE LIMITED BY THE INHERENT RISK LAW.

#### AGREE TO ABIDE BY THIS AGREEMENT

#### ACTIONS ARISING OUT OF EQUINE ACTIVITIES

30.687 Definitions for ORS 30.687 to 30.697. For the purposes of ORS 30.687

To 30.697:

(1) "Equine" means a horse, pony, mule, donkey or hinny.

(2) "Equine activity" means:(a) Equine shows, fairs, competitions, performances or parades that involve any or all breeds of equines and any of the equine disciplines including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, endurance trail riding and western games and hunting; (b) Equine training, grooming, breeding and teaching activities;(c) Boarding equines;(d) Riding, inspecting or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect or evaluate the equine; and (e) Rides, trips, hunts or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor.

(3) "Equine activity sponsor" means an individual, group or club, partnership or corporation, whether or not the sponsor is operating for profit or nonprofit, that sponsors, organizes or provides the facilities for an equine activity, including but not limited to pony clubs, 4-H clubs, hunt clubs, riding clubs, school and college sponsored classes and programs, therapeutic riding programs and operators, instructors, and promoters of equine facilities, including but not limited to stables, clubhouses, pony ride strings, fairs and arenas at which the activity is held.

(4) "Equine professional" means a person engaged for compensation:(a) In instructing a participant or renting to a participant an equine for the purpose of riding, training, driving, grooming or being a passenger upon the equine; or (b) In renting equipment or tack to a participant.

(5) "Participant" means any person, whether amateur or professional, who directly engages in an equine activity, whether or not a fee is paid to participate in the equine activity. "Participant" does not include a spectator at an equine

activity or a person who participates in the equine activity but does not ride, train, drive, groom or ride as a passenger upon an equine. [1991 c.864 §2; 1995 c.211 §2]

30.689 Policy. (1) It is the purpose of ORS 30.687 to 30.697 to assist courts and juries to define the circumstances under which those persons responsible for equines may and may not be liable for damages to other persons harmed in the course of equine activities. (2) It is the policy of the State of Oregon that no person shall be liable for damages sustained by another solely as a result of risks inherent in equine activity, insofar as those risks are, or should be, reasonably obvious, expected or necessary to the person injured.(3) It is the policy of the State of Oregon that persons responsible for equines, or responsible for the safety of those persons engaged in equine activities, who are negligent and cause foreseeable injury to a person engaged in those activities, bear responsibility for that injury in accordance with other applicable law. [1991 c.864 §1]

30.691 Limitations on liability; exceptions. (1)Except as provided in subsection (2) of this section and in ORS 30.693, an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine and, except as provided in subsection (2) of this section and ORS 30.693, no participant or participant's representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine.(2)(a) The provisions of ORS 30.687 to 30.697 do not apply to any injury or death arising out of a race as defined in ORS 462.010.(b) Nothing in subsection (1) of this section shall limit the liability of an equine activity sponsor or an equine professional:(A) If the equine activity sponsor or the equine professional commits an act or omission that constitutes willful or wanton disregard for the safety of the participant and that act or omission caused the injury; (B) If the equine activity sponsor or the equine professional intentionally injures the participant;(C) Under the products liability provisions of ORS 30.900 to 30.920; or(D) Under ORS 30.820 or 608.015. [1991 c.864 §3]

30.693 Additional exceptions to limitations on liability; effect of written release. (1) Except as provided in subsection (2) of this section, nothing in ORS 30.691 shall limit the liability of an equine activity sponsor or an equine professional if the equine activity sponsor or the equine professional: (a) Provided the equipment or tack, failed to make reasonable and prudent inspection of the equipment or tack, and that failure was a cause of the injury to the participant;(b) Provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to safely ride, train, drive, groom or ride as a passenger upon an equine, to determine the ability of the equine to behave safely with the participant and to determine the ability of the participant to safely manage the particular equine; or (c) Owns, leases, rents or otherwise is in lawful possession and control of the land or facilities upon which the participant sustained injuries because of a dangerous latent condition which was known to or should have been known to the equine activity sponsor or the equine professional and for which warning signs have not been conspicuously posted.(2) The limitations on liability provided in ORS 30.691 shall apply to an adult participant in the circumstances listed in subsection (1)(b) of this section if the participant, prior to riding, training, driving, grooming or riding as a passenger upon an equine, knowingly executes a release stating that as a condition of participation, the participant waives the right to bring an action against the equine professional or equine activity sponsor for any injury or death arising out of riding, training, driving, grooming or riding as a passenger upon the equine. A release so executed shall be binding upon the adult participant, and no equine professional or equine activity sponsor shall be liable in the circumstances described in subsection (1) (b) of this section except as provided in ORS 30.691 (2). [1991 c.864 §4]

30.695 Effect of written release on liability of veterinarian or farrier. (1) No veterinarian or farrier shall be liable to any person who assists the veterinarian or farrier in rendering veterinarian or farrier services to an equine if the person, prior to assisting the veterinarian or farrier, executes a release stating that the person rendering assistance waives the right to bring an action against the veterinarian or farrier for any injury or death arising out of assisting in the provision of veterinarian or farrier services. A release so executed shall be enforceable regardless of lack of consideration.(2) A

release executed pursuant to this section shall not limit the liability of a veterinarian or farrier for gross negligence or intentional misconduct. [1991 c.864 §5]30.697 Effect on workers' compensation benefits. Nothing in ORS 30.687 to 30.695 shall affect the right of any person to any workers' compensation benefits that may be payable by reason of death, injury or other loss. [1991 c.864 §6]

WE HAVE READ THIS DOCUMENT; WE UNDERSTAND IT IS A RELEASE OF ALL CLAIMS.

WE APPRECIATE AND ASSUME ALL RISKS INHERENT IN RODEO.

PYRA/PRC LLC/COP management CANNOT be held liable in anyway. PYRA recommends everyone wear a helmet while mounted on your horse if they feel comfortable doing so.

Does competitor have a helmet? Yes or No

Will he/she be wearing it when mounted? Yes or No

Dated \_\_\_\_\_ day of year \_\_\_\_\_ if contestant is under the age of 18 parent signature required below.

Signature of Parent and/or Legal Guardian;

\_\_\_\_\_

\*\*\*\*\*Parent(s) of contestant or legal guardian must sign this form in the appropriate places above before competing in the arena!!

\*If only one parent is signing, you accept the responsibility for absent parents consent.

\*This is **REQUIRED**; a Minor's Release form **PER** contestant to crow's nest office before entering arena.

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Received in the office- Date\_\_\_\_\_ By;

Signature\_\_\_\_\_