

RELEASE AND WAIVER OF LIABILITY AGREEMENT

As consideration for being allowed to compete/participate for the Annual Tooele Bit & Spur Rodeo Mutton Bustin' and/or any Rodeo related event at, or associated with the Deseret Peak Complex Rodeo Grounds, the Tooele Bit & Spur Rodeo Grounds, Tooele County, Tooele Bit & Spur Club, or Broken Heart Rodeo Co., the undersigned agrees fully to the following:

PARTICIPANT: _____

We acknowledge that Mutton Bustin' and other rodeo events are sports which carry inherent risks of injury and damage to me, my horse and property. We knowingly assume all risks, whether known or unknown, of Mutton Bustin' and other rodeo events.

I hereby release **Tooele County, Tooele Bit & Spur Club, or Broken Heart Rodeo Co.** from all liability for any act of negligence or want of ordinary care on the part of the owners, officers, directors, volunteers, members and/or sponsors and advertisers or any of its agents. In consideration of my participation in events organized or sponsored by **Tooele County, Tooele Bit & Spur Club, or Broken Heart Rodeo Co.**, we waive, release and discharge **Tooele County, Tooele Bit & Spur Club, or Broken Heart Rodeo Co.**, their owners, directors, officers, agents, volunteers and members, their representatives, heirs, executors and assigns from any and all claims of liability for injury or damage to myself, my animals or my property arising out of my participation.

This agreement is binding upon my executors, heirs and assigns.

We agree that we will indemnify and hold harmless **Tooele County, Tooele Bit & Spur Club, or Broken Heart Rodeo Co.**, their owners, officers, directors, volunteers, members and agents against all claims, demands, and causes of action, including court costs and actual attorney fees, arising from any proceeding or lawsuits brought by or prosecuted for my benefit, in which this release is upheld.

Tooele County, Tooele Bit & Spur Club, or Broken Heart Rodeo Co., its agents, volunteers or employees shall not be liable for any damage which may accrue from any cause or result of fire, theft, running away, state of health, injury to person, horse or property.

The undersigned has full power, authority, capacity and right without limitation to execute, deliver, and perform this release. *We fully understand that any modifications, additions and/or deletions by myself to this release does not alter the express intent of this release.*

Photo Release:

I give my permission for photographs to be taken of me/my child while participating in the Tooele Bit N Spur Mutton Bustin' event. I allow Bit N Spur to release images for the promotion and publicity of future Bit N Spur Rodeos.

We acknowledge that we have read this Release of Liability and know and understand its contents.

Signatures _____ Date _____

PARENTS OR LEGAL GUARDIANS MUST COMPLETE THIS SECTION

We, the undersigned parents or guardians of the above participant, in consideration of our minor's participation in the event, agree that the terms and conditions of the Release of Liability shall be binding as to damage or injury to our minor arising out of his/her participation in events.

Signatures _____ Date _____

Print Names _____ Phone _____