

Hesperia Wranglers, Inc.
Tim Mustaikis- President (760)220-4960
Tonii Ventimiglia- Queen Coordinator (760)954-6841
Hesperia Wranglers
2025-2026 Rodeo Queens Pageant

Hesperia Wranglers Rodeo Queen Contest
WAIVER AGREEMENT

This AGREEMENT is made between the Hesperia Wranglers Rodeo Queen Pageant, P. O. Box 400222, City of Hesperia, State of California, hereinafter referred to as "Pageant" and _____, State of California, hereinafter referred to as "Contestant".

WHEREAS, Pageant conducts the Hesperia Wranglers Rodeo Queen Pageant (hereinafter referred to as "Pageant"), including the creation, publication and administration of all rules and regulations thereto, and WHEREAS, Contestant desires to compete in Pageant,

NOW THEREFORE, in consideration of the mutual promises sent forth herein, the mutual benefits derived here from and other good and valuable consideration provided each unto the other, the receipt and sufficiency of which is acknowledged by deliver hereof, it is agreed:

1. Contestant represents she (a) has read all Pageant rules and regulations; (b) has received a copy of all Pageant rules and regulations; (c) has otherwise been fully advised as to any and all written and/or verbal amendments, if any, to Pageant rules and/or regulations, and all such questions have been fully answered.
2. Contestant will adhere and comply with all Pageant rules and regulations.
3. Contestant and/or complaining party shall upon observing and/or being informed of any violation of, and/or perceived violation of, any Pageant rule and/or regulation;
 - A.) Inform Pageant of the alleged and/or perceived violation, at the earliest and most proximate time to the instance, but in no event to be less than two hours of scheduled naming of the contest winner (s) and
 - B.) In no way act to withhold information from Pageant and/or from other third-party contestant (s), as to deprive Pageant of the opportunity to determine alleged violations.
- In this regard, the Queen Coordinator is hereby designated as the person to receive any and all alleged and/or perceived rule violation(s).
4. Unless timely reported as defined above in paragraph 3 (a) each and every alleged violation of, and/or perceived violation of, Pageant rules and or regulations shall be deemed waived, and the complaining party shall be stopped from presenting allegations regarding the same.
5. Pageant agrees that with respect to reported violation(s), it shall (a) timely and fully investigate each allegation, (b) report its findings to the person presenting the allegation and (c) enforce its rules and regulations as against any contestant found to have violated the same.
6. Contestant agrees that Pageant is the sole and exclusive entity to determine the existence and/or non-existence of a violation of rules and regulations, and that Contestant shall be finally bound by Pageant's determination, the same to be final and binding between the parties hereof. Contestant further agrees that Pageant is the sole and exclusive authority to interpret and enforce its rules and regulations.
7. In any legal proceeding in which Pageant shall be awarded any judgment enforcing any term and/or condition of this Agreement, Pageant, its employees, agents, sponsors, and/or representatives shall also receive a reasonable attorney's fees and all costs incurred in the prosecution and/or defense of said action.

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8. I agree to indemnify and hold harmless Hesperia Wranglers Rodeo Queen committee members, Hesperia Wranglers, Inc. Board Members, agents and employees or any of the contestants together with those persons and entities who allow use of vehicles, donate horses for use by myself and other contestants from any claims resulting from the loss, accident or injury received by me in connection with participation by me in any event, parade or performance or other pageant activities.

9. I agree to abide by the rules and regulations and understand that any violation of the rules and regulations may disqualify me from the competition. I certify that I have read and agree to abide by the rules and regulations of the Hesperia Wranglers Rodeo Queen Pageant.

10. I hereby release the right, title and claim of any photographs that may be taken by the Hesperia Wranglers Pageant for their use in promotion and publicity.

Made and executed on this _____ day of _____, _____.

Contestant

Parent or Legal Guardian if contestant is under age of 21

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AGREEMENT ASSUMING RISK OF INJURY OR DAMAGE, WAIVER AND RELEASE OF CLAIMS AND INDEMNITY AGREEMENT

I, _____ (being / not being) over the age of eighteen, acknowledge that the Hesperia Wranglers Royalty Program is an event which carries inherent risks of injury and damage to myself and property. I KNOWINGLY ASSUME ALL RISKS, WHETHER KNOWN OR UNKNOWN, OF THE HESPERIA WRANGLERS ROYALTY PROGRAM.

I hereby release HESPERIA WRANGLERS, HESPERIA DAYS RODEO, CITY OF HESPERIA, HESPERIA RECREATION AND PARKS DISTRICT (HRPD), HESPERIA LAKE/VAL SHEARER EQUESTRIAN CENTER, AND HESPERIA WRANGLERS ROYALTY COMMITTEE, from all liability for any act of negligence or want of ordinary care on the part of HESPERIA WRANGLERS, HESPERIA DAYS RODEO, CITY OF HESPERIA, HRPD, HESPERIA LAKE/VAL SHEARER EQUESTRIAN CENTER, and/or HESPERIA WRANGLERS QUEEN COMMITTEE or any of their agents in consideration of my participation in HESPERIA WRANGLERS organized and/or sponsored by HESPERIA WRANGLERS, CITY OF HESPERIA, HESPERIA DAYS RODEO, HRPD, HESPERIA LAKE/VAL SHEARER EQUESTRIAN CENTER, and/or HESPERIA WRANGLERS QUEEN COMMITTEE, their board members, officers, agents and members, their representative, heirs, executors and assigns from any and all claims of liability for injury or damage to myself or my property arising out of my participation. This agreement is binding upon my executors, heirs, and assigns.

I expressly waive any rights I may have under California Civil Code 1542, which states "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him might have materially affected his settlement with the debtor."

I agree that I will indemnify and hold harmless HESPERIA WRANGLERS, HESPERIA DAYS RODEO, CITY OF HESPERIA, HRPD, HESPERIA LAKE/VAL SHEARER EQUESTRIAN CENTER, and/or HESPERIA WRANGLERS QUEEN COMMITTEE, their officers, directors, members, and agents against all claims, demands, and cause 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. HESPERIA WRANGLERS, HESPERIA DAYS RODEO, CITY OF HESPERIA, HRPD, HESPERIA LAKE/VAL SHEARER EQUESTRIAN CENTER, and/or HESPERIA WRANGLERS QUEEN COMMITTEE, their agents or employees shall not be liable for any damage which may accrue from any cause or as a result of fire, theft, running away, state of health, injury to person, animal or property.

I hereby represent that I have carefully read and understand the contents of this document and sign the same of my own free will. I understand and agree that my signature of and agreement to the terms of this document is a material inducement to HESPERIA WRANGLERS, HESPERIA DAYS RODEO, CITY OF HESPERIA, HRPD, HESPERIA LAKE/VAL SHEARER EQUESTRIAN CENTER, and/or HESPERIA WRANGLERS QUEEN COMMITTEE, to permit me to participate in HESPERIA WRANGLERS MONTHLY EVENTS AS WELL AS OTHER ROYALTY RELATED EVENTS, and such permission would not be granted without my signature of and agreement to the terms of this document.

CAUTION: READ THIS DOCUMENT IN FULL BEFORE SIGNING.

Contestant: _____ **DATE:** _____

Signature Parent/Guardian: _____ **DATE:** _____

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MINORS DO NOT SIGN THIS FORM

PARENT OR LEGAL GUARDIAN MUST COMPLETE THIS SECTION

I, the undersigned parent, or guardian of the above minor participant in consideration of their participation in the event, agree that the terms and conditions of this Release of Liability shall be binding as to damage or injury to them, his/her animals, and property arising out of his/her participation in events.

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

Parent/Guardian Name: _____

Telephone: _____

Address: _____ **City/Zip:** _____

SIGNATURE: _____

Date: _____

SAFETY HELMET ADVISEMENT ACKNOWLEDGMENT

I, as an adult participant or as parent or guardian of the above minor participant, have been advised by the Hesperia Wranglers, that I and/or the above minor participant should wear a safety helmet while riding at a Hesperia Wranglers activity, so as to help prevent any horse related head injuries.

PARENT/GUARDIAN SIGNATURE: _____

Date: _____