

# Michigan Youth Teaching Rodeo Association

## CONTESTANT RELEASE OF LIABILITY

**READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS** In exchange for participation in the activity of Rodeo/Equine Events organized by Michigan Youth teaching Rodeo Association, of 3017 W. 136th Street, Grant, Michigan, 49327 and/or use of the property, facilities and services of Michigan Youth teaching Rodeo Association, I agree for myself and (if applicable) for the following

- 1. I AGREE TO FOLLOW DIRECTIONS:** observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Michigan Youth teaching Rodeo Association, or the employees, representatives or agents of Michigan Youth teaching Rodeo Association. I agree that my child will wear proper safety equipment at all times during events and helmets will be worn any time that my child is on a horse or rough stock animal.
- 2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Michigan Youth teaching Rodeo Association for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Michigan Youth teaching Rodeo Association, whether caused by the fault of myself, my family, Michigan Youth teaching Rodeo Association or other third parties. I understand that MYTRA is not responsible for injury and I must carry my own insurance and am responsible for any injury to persons or animals.
- 3. INDEMNIFICATION.** I agree to indemnify and defend Michigan Youth teaching Rodeo Association against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Michigan Youth teaching Rodeo Association.
- 4. FEES.** I agree to pay for all damages to the facilities of Michigan Youth teaching Rodeo Association caused by any negligent, reckless, or willful actions by me or my family.
- 5. CONSENT.** I, Parent or Guardian consent to the participation of my child in the activity of Rodeo/Equine Events, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of the child listed below.
- 6. MEDICAL AUTHORIZATION.** In the event of an injury to the above minor during the above described activities, I give my permission to Michigan Youth teaching Rodeo Association or to the employees, representatives or agents of Michigan Youth teaching Rodeo Association to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on January 01, 2024 and will remain in effect until terminated in writing by the undersigned or December 31, 2024, whichever occurs first. Michigan Youth teaching Rodeo Association shall have the following powers:
  - a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;
  - b. The power to authorize medical treatment or medical procedures in an emergency situation; if guardian cannot be reached.
  - c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.
- 7. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Michigan law.
- 8. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Michigan Youth teaching Rodeo Association has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
- 9. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
- 10. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
- 11. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

FULLY UNDERSTAND THAT RODEO IS A DANGEROUS SPORT, AND THAT I AM FINANCIALLY RESPONSIBLE FOR ANY DAMAGES TO EQUIPMENT. I AM FULLY RESPONSIBLE FOR ANY MEDICAL COSTS INCURRED BY MY CHILD PARTICIPATING IN THE SPORT, AND I AM RESPONSIBLE FOR ANY VETRINARIAN COSTS INCURRED TO MY ANIMALS PARTICIPATING IN THE SPORT. I UNDERSTAND THAT MICHIGAN YOUTH TEACHING RODEO CARRIES GENERAL LIABILITY INSURANCE THAT DOES NOT COVER PARTICIPANTS OR VOLUNTEERS. I UNDERSTAND THAT I AM RESPONSIBLE FOR ANY MEDICAL COSTS INCURRED IN THE EVENT OF AN INJURY OR DEATH, AND I DO NOT HOLD MICHIGAN YOUTH TEACHING RODEO LIABLE FOR INJURY OR DEATH INCURRED FROM PARTICIPATING IN ANY EVENT.

I consent to any photography, videography, of myself and my minor child and I understand that those photographs may be used in advertising, social media, or in any marketing of MYTRA. I agree to the release of said photos for use.

IN CASE OF EMERGENCY PLEASE CALL:

Relationship: \_\_\_\_\_ at \_\_\_\_\_.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

\_\_\_\_\_

Parent or Guardian Signature

\_\_\_\_\_

Date

Names of Minor Children:

\_\_\_\_\_

\_\_\_\_\_

