

AGREEMENT AND RELEASE FROM LIABILITY

1. I, _____ (“Participant”) acknowledge that I have voluntarily applied to participate in the following activity **CALIFORNIA RODEO SALINAS JUNIOR RODEO** (the “Activity”) at the Salinas Sports Complex located at 1034 N. Main Street, Salinas, California (“Facilities”).

Assumption of Risk

2. I AM AWARE THAT THE ACTIVITY IS A HAZARDOUS ACTIVITY AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____

Parent or Guardian’s initial’s (if Participant is under 18) here: _____

Release

3. As consideration for being permitted by the California Rodeo Association, a California non-profit corporation (“CRA”) or one of its affiliated organizations to participate in the Activity and use their Facilities, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives, and where applicable, my minor child or children and their heirs, agents, guardians, assigns, executors or representatives, will not make a claim against, sue, or attach the property of the City of Salinas, and its officials, officers, employees, representatives and agents, and CRA, and its officers, directors, employees, committee members, sponsors, representatives and agents (collectively “Releasees”), and all other persons or entities acting on their behalf, for injury or damage resulting from the negligence or other acts, howsoever caused, by any employee, agent, or contractor of CRA or any of its affiliated organizations as a result of my participation in the Activity. I hereby release the Releasees from all actions, claims, or demands that I, my assignees, heirs, distributes, guardians, my minor child or children, and legal representatives now have or may hereafter have for injury or damage resulting from my participation in Activity.

Knowing and Voluntary Execution

4. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CRA AND/OR ITS AFFILIATED ORGANIZATIONS AND SIGN IT OF MY OWN FREE WILL. I PROMISE AND AGREE TO INDEMNIFY, DEFEND AND HOLD RELEASEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, CAUSES OF ACTION, OBLIGATIONS, JUDGMENTS OR DAMAGES, INCLUDING REASONABLE ATTORNEYS’ FEES AND ALL COSTS OF LITIGATION RELATED TO OR ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY AND USE OF THE FACILITIES, INCLUDING RELEASEES’ ACTIVE OR PASSIVE NEGLIGENCE, EXCEPT FOR SUCH LOSS OR DAMAGE ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RELEASEES.

Consent of Parent or Legal Guardian

5. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I FULLY UNDERSTAND ITS TERMS AND CONDITIONS AND I HEREBY VOLUNTARILY EXECUTE AND DELIVER THIS CONSENT TO PARTICIPANT’S PARTICIPATION IN THE ACTIVITY. I FURTHER AGREE TO BE FULLY BOUND BY THE AGREEMENT’S TERMS AND CONDITIONS IN BOTH MY INDIVIDUAL CAPACITY AND IN MY CAPACITY AS PARENT OR LEGAL GUARDIAN FOR PARTICIPANT. I PROMISE AND AGREE TO INDEMNIFY, DEFEND AND HOLD RELEASEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, CAUSES OF ACTION, OBLIGATIONS, JUDGMENTS OR DAMAGES, INCLUDING REASONABLE ATTORNEYS’ FEES AND ALL COSTS OF LITIGATION RELATED TO OR ARISING OUT OF THE PARTICIPATION OF PARTICIPANT IN THE ACTIVITY AND USE OF THE FACILITIES, INCLUDING RELEASEES’ ACTIVE OR PASSIVE NEGLIGENCE, EXCEPT FOR SUCH LOSS OR DAMAGE ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RELEASEES.

Executed at Salinas, California, on _____, 20__.

Participant Name

Address

Adult Participant Signature

Telephone Number

Parent or Guardian

Email Address