



AGREEMENT AND RELEASE FROM LIABILITY

1. I, _____ (“Participant”) acknowledge that I have voluntarily applied to participate in the following activity **2023 California Rodeo Salinas Miss California Rodeo contest** (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 initials (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, 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, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my participation in Activity. Participant, for itself, and for its successors and assigns, further agrees that all rights under California Civil Code section 1542 and any similar law are hereby expressly waived with respect to the release. Said section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

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.

Executed on this day _____ of _____, 2023

Participants Name

Participants Signature

Complete Address and Telephone Number

PARENT OR LEGAL GUARDIAN MUST COMPLETE THIS SECTION
Minors 12 and under must have parent or legal guarding riding with them.

CONSENT OF PARENT OR LEGAL GUARDIAN

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.

Participants under 18 years of age must have the following signed by BOTH parents or Legal Guardians:

THE PARENTS, CUSTODIAN, OR LEGAL GUARDIAN OF EACH PARTICIPANT MUST SIGN ALL RELEASES, WAIVERS AND HOLD HARMLESS AGREEMENTS AND IT MUST BE SIGNED BY BOTH OF THE MINOR'S PARENTS, CUSTODIANS OR LEGAL GUARDIANS IF CONTESTANT/CARRIER IS UNDER THE AGE OF 18. **IF THERE IS ONLY ONE PARENT**, CUSTODIAN OR LEGAL GUARDIAN, THAT PERSON WILL ASSUME ALL LIABILITY AND RESPONSIBILITIES.

NAMES OF PARENTS, CUSTODIANS OR LEGAL GUARDIANS (If participant is under 18 years of age)

Please Print Legibly:

Father's Name _____ Phone (____) _____ - _____

Complete Address: _____
(Street, City, State & Zip Code)

Mother's Name _____ Phone (____) _____ - _____

Complete Address: _____
(Street, City, State & Zip Code)

SIGNATURE OF PARTICIPANTS PARENTS, CUSTODIANS OR LEGAL GUARDIANS

THE PARENTS, CUSTODIAN, OR LEGAL GUARDIAN OF EACH PARTICIPANT MUST SIGN ALL RELEASES, WAIVERS AND HOLD HARMLESS AGREEMENTS AND IT **MUST BE SIGNED BY BOTH OF THE MINOR'S PARENTS, CUSTODIANS OR LEGAL GUARDIANS IF CONTESTANT/CARRIER IS UNDER THE AGE OF 18.** **IF THERE IS ONLY ONE PARENT**, CUSTODIAN OR LEGAL GUARDIAN, THAT PERSON WILL ASSUME ALL LIABILITY AND RESPONSIBILITIES.

X _____ (____) _____
Print Name/Title Telephone Number

Signature Today's Date

X _____ (____) _____
Print Name/Title Telephone Number

Signature Today's Date