

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT.

In consideration of _____ being permitted to enter the real property and improvements owned and operated by North Idaho State Fair, Gem State Stampede and Kootenai County Fairgrounds (the "Premises"), participate in any and all activities on the Premise, including, but not limited to, the use or operation of all-terrain vehicles and other types of motorized vehicles for performance exhibition, utilize any and all tracks, trails, improvements, buildings, facilities, equipment or goods owned by North Idaho State Fair, Gem State Stampede and Kootenai County Fairgrounds for any reason, or participate or observe events sponsored by North Idaho State Fair, Gem State Stampede and Kootenai County Fairgrounds ("Activities"), the UNDERSIGNED for himself and for his heirs, personal representatives, successors and assigns, agree to the following terms and conditions:

1. I acknowledge that I am voluntarily and of my own free will choosing to participate in the Activities and that the Activities may involve travel on motor vehicles at a high rate of speed and that such Activities are subject to mishap and even injury to or the death of participants and or spectators including but not limited to broken bones, internal injuries, paralysis, or fatal injury, as well as the loss of or damage to personal property (Initial _____)
2. I acknowledge, agree and represent that I have or will immediately upon entering the Premises, and will continuously thereafter, inspect the Premises and further agree and warrant that I will immediately advise the management of the Premises of any condition that I feel may be or become unsafe or dangerous, which includes potential contact with snakes, spiders and wild animals and will refuse to participate further in any Activities. (Initial _____)
3. With full knowledge and acceptance of these facts and obligations, I expressly **ASSUME THE RISK** of my participation in the Activities and agree that North Idaho State Fair, Gem State Stampede and Kootenai County Fairgrounds and the Released Parties shall have no liability or legal duty to me for the risks that I am voluntarily and expressly assuming. (Initial _____)
4. I also know that I may be injured, damaged or die as a result of the acts or omissions of other persons including the negligence of North Idaho State Fair, Gem State Stampede and Kootenai County Fairgrounds, its employees or representatives. Acknowledging that such risks exist, I hereby forever **RELEASE AND DISCHARGE North Idaho State Fair, Gem State Stampede and Kootenai County Fairgrounds** and their respective officers, managers, members, employees, representatives, agents, successors and assigns (the "Released Parties"), of and from any and all liabilities, strict liability, claims, damages, punitive damages, property damage, actions or causes of action, that I, anyone on my behalf, my heirs, or personal representative have or may have for or relating to any injury or damage to my person or property suffered or claimed to have been suffered by me or death which arises out of, is related to, results from, or is caused in whole or in part by my participation in any of the Recreational Activities at North Idaho Fair & Rodeo
5. Kootenai County Fairgrounds, the Premises, or a North Idaho State Fair, Gem State Stampede and Kootenai County Fairgrounds -sponsored event, including, but not limited to, any claim that an act or omission was **caused in whole or in part by the NEGLIGENCE of one or more of the Released Parties** or by hidden, latent or obvious defects at North Idaho State Fair & Rodeo& Kootenai County Fairgrounds, the Premises or a North Idaho State Fair & Rodeo& Kootenai County Fairgrounds -sponsored event. (Initial _____)
6. I further agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any claim, action or proceeding from and against all liabilities, strict liability, claims, damages, punitive damages, property damage, actions or causes of action, for or relating to my participation in any of the Recreational Activities North Idaho State Fair & Rodeo&
7. Kootenai County Fairgrounds, the Premises, or a North Idaho State Fair & Rodeo& Kootenai County Fairgrounds sponsored event, or my failure to comply with the terms of this Agreement, regardless of whether the act or omission was **caused in whole or in part by the NEGLIGENCE of one or more of the Released Parties** or by hidden, latent or obvious defects at North Idaho State Fair, Gem State Stampede, and Kootenai County Fairgrounds, the Premises or a North Idaho State Fair, Gem State Stampede, and Kootenai County Fairgrounds sponsored event. (Initial _____)
8. I certify, covenant and warrant that: I have the skills and ability needed to carefully and competently participate in the Recreational Activities, which I will employ; I have inspected the vehicle(s) I bring to the Premises, North Idaho State Fair, Gem State Stampede, and Kootenai County Fairgrounds or a North Idaho State Fair, Gem State Stampede, and Kootenai County Fairgrounds sponsored event and that I have no knowledge of any condition that might render the vehicle(s) or my abilities to control the vehicle unsafe in any way; I have no health condition that will put me or others at increased risk while participating in the Recreational Activities; I will follow all rules and safety standards applicable to the Recreational Activities. (Initial _____).

The laws of the State of Idaho shall govern this Agreement. Any provision, clause or term of this Agreement that is invalid, illegal or unenforceable in any respect shall be severed and ineffective to the extent of such invalidity, illegality or unenforceability without in any way affecting the validity, legality or enforceability of the remaining provisions and terms of the Agreement. North Idaho State Fair & Rodeo& Kootenai County Fairgrounds may take and use photographs, video, film, and other images of me participating in or observing activities. I waive the right of privacy, publicity, compensation, copyright or other rights to those images and I consent to North Idaho State Fair, Gem State Stampede and Kootenai County Fairgrounds using those images for any purpose.

I have read and fully understand this Assumption of Risk, Release of Liability and Indemnity Agreement and agree to be bound by its terms. I understand that by signing this Agreement I am waiving significant legal rights, including the right to assert claims against, sue or recover from the North Idaho State Fair, Gem State Stampede and Kootenai County Fairgrounds and the Released Parties. I sign this Agreement freely and willingly.

By checking this box, I hereby agree to remain legally bound by all of the terms, conditions and notices contained or referenced herein upon each entry to the Premises, and consent to the continuing enforceability of this Agreement without any further action by me, Participant, or the Released Parties.

Representative _____

Signature: X _____ Participant Driver's License Number: _____

Date: _____