

Miller's Horse Palace

RELEASE AND AGREEMENT NOT TO SUE

In consideration of being allowed to participate in Miller's Horse Palace events, I and my heirs, successors, personal representatives and next of kin, hereby RELEASE, WAIVE, DISCHARGE and agree to HOLD HARMLESS AND INDEMNIFY the Miller's Horse Palace, the rodeo committees, stock contractors, sponsors, arena operations or owners, their agents, representatives from all liability me and my personal representatives, heirs, successors, and next of kin from any and all claims and liability for all loss of damage, and any claim of damages therefore on account of any injury to my person including death or damage to my property while I am utilizing Miller's Horse Palace facilities or participating in Miller's Horse Palace events.

I, hereby represent to the Miller's Horse Palace that I understand that THERE ARE CERTAIN RISKS OF SERIOUS INJURY AND DEATH inherent in participating in rodeo & livestock events and any related activities. I realize conditions of the rodeo arena change from time to time and may become more hazardous, that rodeo animals & livestock are dangerous and unpredictable and there is INHERENT DANGER in rodeo & livestock events which I appreciate and voluntarily assume because I choose to participate in such events. I make this choice even though I have observed or participated in events of this kind in the past and know conditions, facilities, rodeo animals, and other rodeo contestants and participants pose a danger to me. I recognize and expressly agree to assume the entire risk of any and all accidents or personal injury including serious paralysis or death which I might suffer during my participation in said events.

I further COVENANT AND AGREE NOT TO SUE THE Miller's Horse Palace for any injury, damages or death which occur as a result of my participation in said events and any claim or damage therefore. I understand that this document may be treated as a complete defense to any legal action I might bring against the Miller's Horse Palace for any injuries or other damages I might suffer.

I understand and agree this RELEASE AND AGREEMENT NOT TO SUE extends to any and all claims I may have, specially including, but not limited to, claims arising out of participation in said events, claims with respect to the design, manufacture, repair, or maintenance of facilities or equipment which I will be using, or with respect to the conditions, qualification, instructions, rules or procedures under which my use of said facilities or equipment are conducted or from any other cause.

I UNDERSTAND AND AGREE THIS RELEASE AND AGREEMENT NOT TO SUE extends to ACCIDENT, INJURY, OR DEATH OCCURRING AT THE MILLER'S HORSE PALACE. Any subsequent Releases and agreement I might sign in the future shall amplify, but shall in no way limit, the provisions of this document.

I further state and certify that I have carefully read the foregoing Release, know the contents thereof and sign this Release and Agreement Not to Sue as a free and voluntary act. I am not relying on any statements of representations of any party released hereby. I UNDERSTAND THIS IS A RELEASE OF ALL CLAIMS and that my facsimile signature on this application and release constitutes an original signature.

Dated this _____ day of _____, 20____.

➤ MEMBER _____
(Your signature must be notarized or witnessed)

WITNESS: _____ Date _____

(Parent or Legal Guardian must sign if applicant is a minor under the law of the state of residence and/or a High School Rodeo Association Member.) I declare that I am a parent or legal guardian of the above named minor. I have carefully read the foregoing Release and Agreement Not to Sue. I know the representations made are true. I agree to be bound by the terms of the Release and Agreement Not to Sue both personally and as representative of the interests of the minor.

SIGNATURE _____ Date _____

STATE OF _____)
)ss.
County of _____)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for the State of _____, personally appeared _____ known to me to be this person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for the State of _____
My commission expires: _____

➤ MEMBER NAME _____ PHONE# _____

➤ ADDRESS _____
