

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF
RISK AND INDEMNITY AGREEMENT**

(READ CAREFULLY BEFORE SIGNING)

IN CONSIDERATION of being permitted to officiate, observe, work for, use the arena, use the grounds, use the facilities, or participate in any way in any **Gilroy Rodeo Association (GR)** rodeo, events or activities (*EVENTS*),

I, for myself, my personal representatives, heirs and next of kin:

1. Hereby *RELEASE, WAIVE, and DISCHARGE, GR* the promoters, participants, sanctioning organizations or any affiliate, subsidiary or subdivision thereof, sponsors, advertisers, owners and lessees of premises used to conduct the *EVENTS*, premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or less control activities regarding the premises or *EVENTS* and for each of them, their directors, officers, agents, members, and employees, all for the purposes herein referred to as "*RELEASEES,*" *FROM ALL LIABILITY TO ME*, my personal representatives, assigns, heirs, and next of kin *FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENTS, INCLUDING CLAIMS FOR WORKMANS COMPENSATION BENEFITS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.* In addition, **I COVENANT NOT TO SUE** any of the *RELEASEES* based upon any claim arising out of any of the *EVENTS*.

2. Hereby acknowledge that I am not an employee of **GR**, nor am I entitled in any way to workman's compensation benefits, and *I ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE* arising out of or related to the *EVENTS* whether caused by the *NEGLIGENCE OF RELEASEES* or otherwise.

3. Hereby *AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES* and each of them from any loss, liability, damage, or cost they may incur due to claims brought against the *RELEASEES* arising out of my injury, or death, or damage to my property while I am in the *RESTRICTED AREAS* and/or while competing, practicing, officiating, observing or working for or for any purpose participating in the *EVENTS* and whether caused by the negligence of the *RELEASEES* or otherwise.

4. Hereby acknowledge that **RODEO EVENTS ARE POTENTIALLY VERY DANGEROUS** and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that *INJURIES MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.*

5. Hereby agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the *RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS* and is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Printed Name of Participant: _____

Signature: _____ **Date:** _____

MINOR RELEASE

1. I hereby give my permission and consent for my above-named son / daughter / ward (*the Minor*) to attend and to participate (*including compete*) in all events or activities conducted, sanctioned and /or administered by **Gilroy Rodeo**

2. I hereby, on behalf of myself and my above-named Minor, **ASSUME FULL RESPONSIBILITY** for any risk of loss sustained by us arising out of / or related to the events or activities whether caused by the negligence of the *RELEASEES* or otherwise.

Participate Minor's Age: _____ **Date:** _____

Printed Name of Minor's Parents or Legal Guardian: _____

Signature of Minor's Parents or Legal Guardian: _____

Emergency Contact: _____ **Phone:** _____