

PARTICIPANT AGREEMENT

RELEASE OF LIABILITY, WAIVER OF CLAIMS

EXPRESS ASSUMPTION OF RISK AND INDEMNITY

In consideration of gaining access to _____ and engaging the services of _____ at the Location, on behalf of myself, my spouse, my children, my parents, my heirs, assigns personal representatives, estate, and insurers, I hereby release, indemnify, hold harmless, and discharge _____, its agents, owners, officers, affiliates, volunteers, participants, employees, insurers and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as “ _____”), from any and all claims, demands, or causes of action in any way, either directly or indirectly, based upon, arising out of, connected to, or involving my participation in this bull riding activity or use of _____ equipment as follows:

1. _____ (Initial Here) I acknowledge that my participation in riding the bull entails known and unanticipated risks that could result in physical or emotional injury including, but not limited to, broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself, to property or to third parties. I agree and represent that I do not have, or ever have had back, neck, joint or bone injury. I further represent that I am not pregnant, intoxicated, or under the influence of drugs, nor do I have any existing medical or health condition(s). I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.

2. _____ (Initial Here) I expressly acknowledge, agree and promise to accept and assume all of the risks existing in this activity. Furthermore, I recognize and acknowledge _____ employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. _____ (Initial Here) If I am injured, I acknowledge that I may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. I UNDERSTAND AND AGREE THAT _____ WILL NOT PAY FOR ANY COST OR EXPENSE INCURRED BY ME IF I AM INJURED.

4. _____ (Initial Here) I hereby voluntarily release, forever discharge, and agree to defend, indemnify, and hold harmless _____ from any and all claims, demands, or causes of action, which are in any way connected with my participation in _____ activities and/or my use of _____ equipment or facilities including, but not limited to, any such claims based

upon damages caused or alleged to have been caused in whole or in part by the negligent acts or omissions of _____.

5. _____ (Initial Here) Should _____ or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

6. _____ (Initial Here) I certify that I am 18 years of age or older and am physically able to participate in all activities at the Location without aid or assistance, I further certify that I am willing to assume the risks of any medical or physical condition that I may have.

7. _____ (Initial Here) I acknowledge that I have been provided with a copy of the rules ("The _____ Rules") governing my participation in any _____ activities at the Location. I understand that the _____ rules have been implemented for the safety of all guests at the Location, including myself. I acknowledge that failure to follow the rules could result in the expulsion from the Location.

8. _____ (Initial Here) I agree that, if any portion of the agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect . If there are any disputes regarding this Agreement, I hereby waive any right I or anyone on my behalf may have to a trial and agree that such dispute shall be brought within one year of the date of this Agreement and will be determined by binding arbitration before one arbitrator to be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. I further agree that the arbitration will take place solely in the state of _____ and that the substantive law of _____ shall apply.

9. _____ (Initial Here) I further grant _____ the right, without reservation or limitation, to photograph, videotape, and/or record me.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against _____ and/or the Location on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document . I understand this Agreement and I voluntarily agree to be bound by its terms.

Date

Signature of Rider

Printed Name of Rider