

For Office Use Only

Date Received: \_\_\_\_\_

Amount Paid: \_\_\_\_\_

Single: \$30 or Family \$60 before May 21st

Single: \$35 or Family \$70 after May 21st

Check# or Cash: \_\_\_\_\_

# Tomorrow's Rodeo Champions And Millers Horse Palace

## 2019 RELEASE OF LIABILITY

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between TOMORROW'S RODEO CHAMPIONS, hereinafter referred to as TRC, MILLERS HORSE PALACE, hereinafter referred to as MHP and (list participants) \_\_\_\_\_, hereinafter referred to as PARTICIPANT. For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of TRC and MHP, PARTICIPANT, PARTICIPANT's heirs, assigns, and representatives, hereby agree as follows:

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

PARTICIPANT acknowledges that horses, by their very nature are unpredictable and subject to animal whim. PARTICIPANT assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. PARTICIPANT agrees to abide by and follow TRC's and MHP's rules and regulations which shall be posted and/or available from time to time. PARTICIPANT further acknowledges that the behavior of any animal is contingent to some extent upon the ability of PARTICIPANT. PARTICIPANT assumes all risks therefore and warrants a full and fair disclosure of PARTICIPANT's abilities has been made to TRC and MHP.

PARTICIPANT expressly releases TRC and MHP from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by TRC and MHP or its representatives, agents or employees.

### WARNING

**Under Montana Law, an equine activity sponsor or an equine professional is not liable for an injury to or the death of a participant engaged in an equine activity resulting from risks inherent in equine activities.**

(over)

2. PARTICIPANT agrees to hold harmless, indemnify and defend TRC and MHP against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with PARTICIPANT's use of or presence upon the property of TRC and MHP and the facilities located thereon.

3. In the event PARTICIPANT is using PARTICIPANT's own horse, or a horse(s) not owned by TRC or MHP, PARTICIPANT warrants said horse(s) shall be free from infection, contagious or transmittable diseases. TRC and MHP reserve the right to refuse access or use of any horse upon the premises that does not appear to TRC or MHP to be in good health, or is deemed dangerous or undesirable.

4. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. PARTICIPANT agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering.

5. PARTICIPANT agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

PARTICIPANT \_\_\_\_\_  
Parent/Guardian signature if PARTICIPANT is a minor

\_\_\_\_\_  
Parent/Guardian Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_, \_\_\_\_\_  
City State Zip Code

(\_\_\_\_) \_\_\_\_\_  
Phone Number Email Address

Jacket sizes

Name \_\_\_\_\_ A or Y Size \_\_\_\_\_ Name \_\_\_\_\_ A or Y Size \_\_\_\_\_

Name \_\_\_\_\_ A or Y Size \_\_\_\_\_ Name \_\_\_\_\_ A or Y Size \_\_\_\_\_