

SAMPLE

PARICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

SAMPLE

In consideration of the services of SAMPLE their agents, owners, officers, volunteers, participants, employees, and all other person or entities acting in any capacity on their behalf (hereinafter collectively referred to as), I hereby agree to release, indemnify, and discharge on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that riding a mechanical bull entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities to the activity.

The risks include, among other things: falling off of or being thrown from the bull, which could result in musculoskeletal injuries including head, neck, and back injuries.

Furthermore, SAMPLE 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 might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. 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.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of equipment or facilities, including any such claims which allege negligent acts or omissions.

4. Should SAMPLE or anyone acting on their behalf be required to incur attorney's fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. Further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against SAMPLE I agree to do so solely in the state SAMPLE and I further agree that the substantive law of that state shall apply in that action without regards to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damage 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 \_\_\_\_\_ on the basis of any claim form which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_
Address \_\_\_\_\_
Phone \_\_\_\_\_ Date \_\_\_\_\_

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor:

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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