

ELLENSBURG RODEO ASSOCIATION Release and Waiver of Liability and Indemnity Agreement
(Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the Ellensburg Rodeo and related events associated therewith as indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the participant or parent(s) and/or legal guardian(s) of the minor named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below Ellensburg Rodeo event(s), he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agreed that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/WE fully understands and acknowledges that:
 - (a) There are risks and dangers associated with participation in The Ellensburg Rodeo event(s) and related activities, which could result in bodily injury partial and/or total disability, paralysis and death.
 - (b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
 - (c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releases named below.
 - (d) There may be other risks not known or are not reasonably foreseeable at his time.
3. I/WE acknowledge that my/their participation in the Ellensburg Rodeo and related events is a potentially hazardous activity and poses substantial risk to my person, my livestock, and/or my property. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releases named below. I hereby release the Ellensburg Rodeo Association, a nonprofit corporation, and all its officers, directors, employees and Sponsors, from any and all claims for damage on account of injury to either my person or my livestock. I further agree to conform with the rules and regulations of the Ellensburg Rodeo, and the PRCA, which govern the Ellensburg Rodeo and events, and to conduct myself accordingly.
4. I/WE hereby waive any and all claims I/WE might have or assert against the Ellensburg Rodeo Association and/or its Board of Directors, or any person connected therewith, for loss or damage or compensation due to me by reason of photographs or filming (including audio) of me, my livestock, or my property which have been preciously taken or which may be at any time taken. I/WE hereby consent to the use of such film, photographs or images by the Ellensburg Rodeo Association and the PRCA or anyone authorized by them in any manner they may choose, including sale or transfer thereof to any individual or corporation, and I/WE relinquish all right I/WE may have or later assert in regard to said images, film or photographs.
5. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE AND TO DEFEND AND INDEMNIFY AND HOLD HARMLESS The Ellensburg Rodeo Association and the owner of the facility, Kittitas County, including its owners, managers, promoters, lessees of premises used to conduct The Ellensburg Rodeo and related events, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding The Ellensburg Rodeo and related events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee"...FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs and next to kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE

PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

6. I/WE HEREBY acknowledges that THE ACTIVITIES OF THE ELLENSBURG RODEO AND ITS EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

7. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of Washington where the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

8. On behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant execute this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releases, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money, which they have paid to the participant, or on his behalf, and hold them harmless.

8. I agree to indemnify, defend, hold harmless and release the Ellensburg Rodeo Association, their Sponsors, and any person connected there with from any and all claims and responsibility whatsoever in case I or my livestock should be crippled, injured or killed in any way, while participating in the Ellensburg Rodeo, or in any event sanctioned there by in which I shall be a participant, contestant, rider or performer, it is hereby agreed that the Ellensburg Rodeo Association, its Board of Directors, volunteers, Sponsors and employees are not liable in any way or manner for any injury to me, if such should occur. I have read this Release and Hold Harmless, agree to its terms, and have executed the same voluntarily.

9. 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 COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Released entity: Ellensburg Rodeo Association

Participant Signature

Date

Printed Name of Participant

Parent or Guardian Signature (if minor)

Date

Printed Name of Parent or Guardian

Participant's DOB

Address of Participant