

CITY OF STURGIS

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK. I understand that rodeo equine activities are inherently dangerous and involve a high risk of injury and damage to myself, other persons, animals and property. My participation in rodeo activities can expose me to serious threat of physical injury or even death. I understand that the City cannot guarantee my safety or the safety of my animals or property while at a rodeo event or while using City facilities. I hereby knowingly and voluntarily assume all risks and accept full and complete responsibility for (a) my own safety; (b) the safety of my family members, guests, employees, contract workers, and all persons who may, from time to time, utilize or be present on City facilities or property as their guests, invitees, employees or in any other capacity; (c) the safety and well being of the animals (i.e., horses, dogs, etc.) on City property by myself or any other persons; and (d) the safety of my property and the property of the persons described above.

WAIVER AND RELEASE OF LIABILITY. I further give up and waive any rights to make any claim to proceed in court on any claim which I might now have, or which might arise in the future, against the City, or against its respective Council, officers, employees, or volunteers, as a result of damage or injury to myself or to my animals or property. I agree that this waiver extends to any damage or injury which might be sustained to my person, animals, or property at any time while on the City premises from any cause whatsoever including, but not limited to (a) City facilities; (b) City equipment; (c) actions of City Council, its officers, employees, agents, contract workers, guests or invitees; and (d) any other persons or animals owned by other persons whether or not on City property with or without the permission of the City.

INDEMNIFICATION OF CITY

I further agree to indemnify and hold harmless and defend the City and its respective Council, officers, employees, volunteers, or agents against any and all liabilities, losses, damages, costs or expenses of whatever kind or nature, including attorney’s fees, which the City and its respective Council and officers may sustain or incur for any injury or damage which may be incurred by anyone else either personally or to their animals or property as a result of (a) my actions; (b) the actions of any animals brought on, or permitted to be brought on, City property by me; (c) the actions of any of my family members, guests, employees, contract workers, or any other persons who may from time to time utilize the City facilities or be present on City property as their guests, invitees, employees or in any other capacity; or (d) the actions of any of the animals brought or permitted to be brought on City property by any persons described above.

I further agree that the waiver and indemnities contained herein shall be binding upon myself and my heirs, successors, legal representatives, successors and assigns.

I UNDERSTAND THAT BY AGREEING TO THIS ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY I AM GIVING UP MY RIGHT TO SUE OR OTHERWISE MAKE ANY CLAIM AGAINST THE RELEASED PARTIES. I HAVE READ THIS ENTIRE DOCUMENT CAREFULLY. I FULLY UNDERSTAND ITS CONTENTS AND I VOLUNTARILY AGREE TO ITS TERMS.

Signature: _____ Date: _____

For any minor (a person under 18 years old), the minor’s parent or guardian must also read and sign to agree to the following: PARENT OR GUARDIAN ACKNOWLEDGMENT

I am the parent or guardian of _____, a minor, and on the minor’s behalf as well as on my behalf and on the behalf of all other parents or guardians of the minor, I have read and executed the foregoing Acknowledgment and Assumption of Risk, Waiver and Release of Liability as an inducement for allowing my child, a minor, to participate in the Association sponsored rodeo and use its owned or leased facilities, equipment and/or horses.

I HAVE READ THIS PARENT/GUARDIAN RELEASE OF MINOR'S CLAIMS AND THE PRECEDING ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY CAREFULLY. I FULLY UNDERSTAND THEIR CONTENTS AND I VOLUNTARILY AGREE TO THEIR TERMS.

Signature: _____ Date: _____