

De Baca County Fair Grounds Membership & Liability Waiver

ACKNOWLEDGEMENT OF RISK

1. I understand that De Baca County Fairgrounds produces rodeos, events and activities and that the nature of the rodeo, events and equine activities is inherently dangerous.
2. I recognize that boarding and otherwise using horses for riding or participating in rodeos, events and activities can, and often does, result in injury and damage to the persons who are engaging in these activities as well as to the bystanders not engaging in these activities, to the horses, and to property owned by those persons and others. I also specifically understand that participating in a rodeo, event or activity is a very aggressive and dangerous activity that, by its very nature, involves a very high risk of injury and damage to such persons, animals and property.
3. I realize that, under the circumstances, neither my actions, nor the actions of other persons, nor the actions of the horses as well as dogs and other animals can be controlled by the De Baca County Fairgrounds and that, therefore, the De Baca County Fairgrounds cannot guarantee my safety or the safety of my animals or property while at a rodeo, event or activity while using De Baca County Fairgrounds owned or leased equipment or facilities.
4. I am aware of the fact that horseback riding, bronc riding, bull riding, calf roping, barrel racing, team roping, grooming or any associated activities are also inherently dangerous and will expose me to serious threat of physical injury or even death. The hazards I can expect to encounter include, but are not limited to: loss of control of equipment, collisions with other persons and with natural or manmade obstacles, slipping and sliding with poor footing, equipment failure, unpredictable behavior of animals, changes in extreme weather conditions, and negligent or unwise behavior on the part of other participants.

ASSUMPTION OF RISK

5. I represent that I do not have any physical, mental or medical condition which would inhibit full and active attention and care in dealing with my own or other persons' horses or animals used in a rodeo, events or activities.
6. I acknowledge THAT I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE FOLLOWING WARNING relating to the provision of equine services, instruction, rental of equipment, use of facility, tack or horses to me or relating to my participation in equine activities, whether on De Baca County Fairgrounds owned or leased premises and facilities or elsewhere.

WAIVER AND RELEASE OF LIABILITY

7. 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 De Baca County Fairgrounds, or against its respective owners, officers, employees or agents, 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 premises owned or leased by the De Baca County Fairgrounds from any cause whatsoever including, but not limited to (a) De Baca County Fairgrounds owned or leased facilities; (b) De Baca County Fairgrounds owned or leased equipment; (c) actions of De Baca County Fairgrounds owners, officers, employees, agents, contract workers, guests or invitees; and (d) any other persons or animals owned by other persons whether or not on De Baca County Fairgrounds owned or leased property with or without the permission of the De Baca County Fairgrounds.

INDEMNIFICATION

8. I further agree to indemnify and hold harmless and defend the De Baca County Fairgrounds and its respective owners, officers, employees or agents against any and all liabilities, losses, damages, costs or expenses of whatever kind or nature, including attorney's fees, which the De Baca County Fairgrounds and its respective officers and owners 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, De Baca County Fairgrounds owned or leased 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 De Baca County Fairgrounds owned or operated facilities or be present on De Baca County Fairgrounds owned or leased 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 De Baca County Fairgrounds owned or leased property by any of the persons described above.

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

10. I specifically promise that I will cause payment to be made to the De Baca County Fairgrounds on account of such liabilities, losses, damages, costs or expenses which I have agreed to indemnify the De Baca County Fairgrounds against, as stated above, on or before the time that the De Baca County Fairgrounds, its officers and owners shall be compelled to make any such payment, or to reimburse the De Baca County Fairgrounds and its officers and owners, for any such payments which shall have been made by any of them.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT AND THAT BY SIGNING I AM AGREEING TO ITS TERMS. 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. 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 De Baca County Fairgrounds rodeo, events and/or activities and use its owned or leased facilities or equipment.

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.

Any person entering arena must sign a liability waiver in order to be eligible to be on premises; whether involved in or helping with any activity. Any person is caught on grounds or inside the arena without a waiver being signed and dues paid, will be considered trespassing on Fair Grounds property.

Arena will be closed at dark. All trash must be picked up and out in dumpsters.

You must call ahead to reserve schedule date and time when arena will be used.

Yearly membership is \$15 per person January 1st through December 31st.

Print Name

Phone Number

Signature

Date

Address

Parent/Guardian Signature (if applicable)

Witness