

PARTICIPANT NAME: _____

VALID THROUGH: August 1, _____

UNIVERSITY OF CALIFORNIA, DAVIS/_____

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

THE DAVIS RODEO CLUB

Waiver: In consideration of being permitted to participate in any way in Rodeo and/or Equestrian Activities hereinafter called "The Activity", I, for myself, my heirs, personal representatives, or assigns, do hereby release, waive, discharge, and covenant not to sue, _____ its owners, employees, and agents from any and all claims including the negligence, _____ its owners, employees, and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in Rodeo and/or Equestrian Activities.

Assumption of Risk: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

Statement of Good Health: The participant or parent/guardian on behalf of the minor child states that he/she is in sufficient physical condition to allow participation in rodeo and/or equestrian sporting activities without any medical restrictions or accommodations.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD _____ HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I have read the precious paragraphs and I know understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Signature of Parent/Guardian of Minor Print Name Date

Signature of Participant Print Name Date