



Cassia County Fair & Rodeo

1101 Elba Avenue

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**Cassia County Fair Mutton Bustin'  
Release and Waiver of Liability,  
Assumption of Risk, and Indemnity Agreement**

**THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO BRING COURT ACTION TO RECOVER COMPENSATION OR ANY OTHER REMEDY FOR INJURIES OR DEATH TO YOUR CHILD ARISING OUT OF THIS ACTIVITY, NOW OR AT ANY TIME IN THE FUTURE.**

By my signature below, I, as the parent or legal guardian of the individual named below ("Child") affirm that I give my consent for Child's participation in the Mutton Bustin' Event at the Cassia County Fair and Rodeo ("Event"), which includes, but is not limited to Mutton Bustin' and any activities associated therewith, taking place on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and otherwise being permitted to be present in areas associated with the Event that are restricted to the general public do hereby represent, warrant and agree as follows:

1. I acknowledge, agree and represent that I understand the nature of this Event, and that Child is in good health, and in proper physical condition to participate in such activity. I agree that Cassia County and its agents and/or representatives may be unaware of Child's fitness and ability to participate. I certify that I am willing to assume the risks of any medical or physical condition Child may have. I further acknowledge that this Event will be conducted in the Cassia County Rodeo Grounds arena, and that other animals and participants will be in the arena at the same time as the Child is there. I further agree and warrant that if, at any time, I believe conditions of the Event to be unsafe, I will immediately discontinue any further participation by Child and shall cause Child to exit the arena.

2. I FULLY UNDERSTAND that:

(a) MUTTON BUSTIN' INVOLVES RISKS AND DANGERS OF PHYSICAL AND EMOTIONAL INJURY, SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); and

(b) these Risks and dangers may be caused by my or my Child's own actions, or inactions, the actions or inactions of others participating in the Event, the condition in which the Event takes place, or THE NEGLIGENCE OF THE "RELEASED PARTIES" NAMED BELOW; and

(c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and

(d) I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Event; and

(e) the risks include, but are not limited to, being run over or trampled by a sheep or other participant, falling off of or being thrown from an animal, any of which could result in musculoskeletal injuries including head, neck, extremity, and back injuries, and internal injuries, broken bones, sprains, strains, paralysis, and death, among other things, and

(f) I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES that Child may incur as a result of Child's participation in the Event; and

(g) Child's participation in the Event is purely voluntary, and I elected to allow Child to participate in spite of the Risks.

3. I HEREBY VOLUNTARILY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Cassia County, Cassia County Fair Board, their commissioners, agents, officers, members, volunteers, medical personnel, and employees, other participants, any sponsors, advertisers, (each considered one of the "RELEASED PARTIES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY OR CHILD'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASED PARTIES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER VOLUNTARILY AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf or Child's behalf, makes a claim against any of the Released Parties, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

4. I am fully aware that Child's participating in the Event, or otherwise being present in or around the rodeo arena areas and/or at the Event will result in Child's exposure to substantial and serious hazards and risks, I have explained such risks of participation with Child and I and Child each voluntarily and irrevocably assume and accept all responsibility for all such hazards and risks, known and unanticipated, and unconditionally and forever discharge, waive, release, indemnify, save and hold harmless, and agree to defend Cassia County, its agents and representatives, and their commissioners, members, officers, employees, volunteers, together with stock contractors, producers, sponsors, advertisers, promoters and all other parties involved in the organization and operation of the Cassia County Fair Wild Cow Ride Event, from and against any and all claims, demands, suits, liabilities, and responsibilities for any and all property damage, personal injury, death, damage, or loss of any kind arising out of or in any way related to Child's participation in, or presence at, the Event, whether or not such claims, demands, suits, liabilities and other responsibilities are occasioned by the acts, omissions, or negligence of any Released Parties, to the fullest extent permitted by law.

5. I hereby agree that the foregoing release, waiver, and indemnity provisions extend to all acts of negligence and wrong-doing by the Released Parties, including negligent rescue operations or procedures, and is intended to be as broad and inclusive as is permitted by the laws of the State of

Idaho, and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I shall not now or at any time in the future, directly or indirectly, threaten, commence, or prosecute any action, suit or other proceeding against any Released Parties arising out of, or related to, the claims, demands, liabilities and other responsibilities so discharged, waived and released by me for myself and for and in behalf of Child.

6. I agree that for myself and on behalf of Child have been fully warned and advised that protective headgear/helmet and vest, should be worn by Child while riding and/or being near the animals and in the arena and arena area, and I understand that the wearing of such headgear/helmet and vest at these times may reduce severity of some of the wearer's head injuries, and chest injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I am not relying on Cassia County and/ or its representatives, agents or associates to provide a certified helmet or vest for Child or to check any headgear/helmet or headgear/helmet strap or vest that Child may wear, or that I may cause Child to wear, or to monitor my, or my child's, compliance with this suggestion at any time now or in the future.

7. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS FOR MYSELF AND CHILD BY ACCEPTING IT, AND HAVE ACCEPTED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I HAVE EXPLAINED THIS AGREEMENT TO CHILD, AND I BELIEVE THAT THEY UNDERSTAND, AGREE AND ACCEPT THE PROVISIONS HEREOF. I expressly agree that the foregoing provisions, including specifically the release, waiver, and indemnity provisions, are reasonable, enforceable and intended to be as broad and inclusive as is permitted by applicable law, and that, if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding such invalidity, continue in full legal force and effect.

### **NOTICE**

As participants are under 18 years of age, a parent/legal guardian must carefully read the following section.

I, the undersigned, am the parent or legal guardian of the named minor child and hereby warrant and acknowledge that I have knowingly executed the foregoing Agreement for an on behalf of myself and the minor named herein. As the parent or legal guardian of such minor, I hereby unconditionally and voluntarily bind and legally obligate myself, the named minor, and our respective executors, administrators, heirs, next of kin, successors and assigns to the terms of the foregoing provisions and Agreement. I specifically warrant and represent to Cassia County, Idaho and the Cassia County Fair Board, and each of the Released Parties that I have the legal power, capacity and authority to act for and on behalf of the minor named herein and I hereby indemnify, agree to defend and hold harmless Cassia County, Idaho, and the Released Parties, and each of them, for any cost or expense incurred, claim or demand made, damage or loss suffered, and/or liability or responsibility threatened or assessed against them as a result of or arising out of any insufficiency in my legal capacity or authority to act for and on behalf of the named minor in the execution of or commitment to the foregoing Agreement or in the execution of or commitment to the following Consent and Authorization for medical treatment.

