

*Horsemanship Activities*  
Release & Waiver Of Liability / Assumption Of Risk & Indemnity Agreement

IN CONSIDERATION of being permitted to use the fairgrounds arena for activities throughout the current calendar year, I, THE UNDERSIGNED, for myself, my personal representative, heirs and next of kin:

1. Participants engaged in use of the facility for any activity and agree to notify management prior to EACH use of the facility at 676-2863 (Sjaan Vincent) 2. Acknowledge, agree and represent that I have, or will immediately upon entering the fairgrounds, inspect the area to ensure my personal safety.

3. That I, as parent, guardian, or a designated adult, will supervise my children aged 18 and under for the entire time they participate in activities at the fairgrounds arena.

4. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Lake County, the Lake County Board of County Commissioners, Lake County Fair, or Lake County Fair Management and Employees for any incident or incidents which may occur while I am using the facility. I RELEASE FROM ALL LIABILITY TO THE UNDERSIGNED, my personal representatives, assigns, heirs and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

5. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS Lake County, the Lake County Board of County Commissioners, Lake County Fair Board, Lake County Fair Management and Employees and or persons affiliated, FROM ANY LOSS, LIABILITY, DAMAGE OR COST which may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

6. HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of the undersigned use of the facility whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise.

7. HEREBY acknowledge that livestock ACTIVITIES ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I, THE UNDERSIGNED, also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY THE NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

8. HEREBY agree that the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as is permitted by the laws of the State of Montana, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE FULLY READ THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTANDING ITS TERMS, UNDERSTANDING 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 A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. AS A PARENT OR LEGAL GUARDIAN, MY SIGNATURE ATTESTS THAT THE CONDITIONS AS STIPULATED IN THIS AGREEMENT APPLY TO ALL CHILDREN AGED 18 OR UNDER WHO ARE UNDER MY CARE. You may not sign for a child that you are not the parent of or legal guardian to.

\_\_\_\_\_  
Print name here

\_\_\_\_\_  
Sign name here

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Fee assessed

Payment method  
Check # \_\_\_\_\_  
Cash \_\_\_\_\_