

PARTICIPANT RELEASE AND WAIVER AGREEMENT

Participant Name (please print): _____

I am over the age of 18 and am requesting that I will be participating in the BEST BOOT FORWARD RODEO QUEEN CLINIC.

OR

I am the PARENT OR LEGAL GUARDIAN of the above named Participant and am requesting that (my child participate in the BEST BOOT FORWARD RODEO QUEEN CLINIC.

BEST BOOT FORWARD RODEO QUEEN CLINIC (herein collectively referred to as "Activity") IS being sponsored by or located at the Lewis and Clark County Fairgrounds, Helena, MT

Name of Activity: Best Boot Forward – Rodeo Queen Clinic

Date of Activity: May 15-17, 2010

In consideration of permission being granted for me or my child to participate in this Activity and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I am entering into this Release and Wavier Agreement, which extends to the following persons and entities, as well as their trustees, officers, directors, board members, presenters, agents, employees, volunteers, contractors, representatives, successors, or assigns, individually and in any capacity or relationship with or for any other:

Lewis and Clark County Fairgrounds
Last Chance Stampede and Fair
Miss Last Chance Stampede Committee
Clinic Participants

I or My child's enrollment or participation will or could be subject to numerous dangers or risks of personal injury, even fatal, as well as other injuries or damages, including without limitation:

1. major injuries such as: broken bones, cardiac arrest/heart attack, eye injury or loss of sight, drowning, concussion, joint, ligament or back injuries and heat exhaustion;
2. minor injuries such as: strains, sprains, bruises, scratches, cuts and abrasions.

I understand or have explained these risks to my child. These risks and dangers have been considered and, relying on my own judgment, I have voluntarily chosen to participate or allow my child to participate and assume all such dangers and risks. I certify that my child is in suitable health and capacity which allows my child's enrollment or participation in the Activity.

I knowingly, voluntarily, and for adequate consideration release and waive, and further agree to indemnify, hold harmless, and reimburse each and all of those persons and entities referenced above, from an against any claim which I, my child, any other parent of my child, any relative or any next of kin of my child, or any other person, firm or corporation now or hereafter may have or claim to have (whether known or unknown, seen or unforeseen, directly or indirectly, or within or without the control of those persons and entities), for or on account of any losses, damages, personal injuries, pain and suffering, death, property damage, or contract claims resulting from, or arising out of, during, or in

connection with my child's enrollment or participation in such Activity, or the ownership, operations, use, maintenance, or control of any vehicle, equipment or goods provided or used in connection with such Activity, or in any way connected with or arising out of instruction, training, emergency care, or operations incidental to such Activity. To the extent that any damages arising out of bodily injury to persons or damage to property are caused or result from the sole negligence of any person or entity referenced above, then, I do not agree to release, waive, indemnify, hold harmless or reimburse any such person or entity.

If any emergency medical procedures or treatment are required during the Activity, I consent to the Activity supervisor undertaking, arranging for or consenting to the procedures or treatment in his, her or their discretion and that I will be responsible for any and all expenses or fees related to my or my child's medical care. I acknowledge that neither Miss Last Chance Stampede Committee nor any of the above named entities shall be liable for any such fees or expenses under any circumstances. Further, I hereby certify that I, or my child is covered by an accident and health insurance policy that will be in effect at any time my child is participating in an Activity on the campus or, sponsored by, or related to the Fairgrounds.

In regard to any photographs, video tapes, motion pictures, recordings, or any other reproduction of my image or my child's image (hereinafter collectively known as "Images") are taken at the clinic, I hereby grant to the Miss Last Chance Stampede Committee or Clinic organizers permission to use such Images in any media now or hereafter known for any legitimate purpose whatsoever, and to use my name or my child's name in connection therewith Miss Last Chance Stampede Committee or Clinic organizers so choose.

This Release and Waiver Agreement shall be construed to be as comprehensive as is allowed by law. Each provision herein is severable, so that should any provision or portion of such provision be held invalid, the remainder of this Release and Waiver Agreement shall not affect the enforceability of any other portion. This Release and Waiver Agreement shall not establish a legal or other relationship between or among those released which does not in fact exist. Nothing in this Release and Waiver Agreement shall constitute a waiver of any legal defense available to any released party herein, including sovereign immunity. The validity, interpretation, and effect of the Release and Waiver Agreement shall be governed by the laws of the State of Montana.

I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I AM SUFFERING FROM NO LEGAL DISABILITY. I HAVE READ AND UNDERSTAND THIS RELEASE AND WAIVER AGREEMENT.

Signature of Parent/Guardian, or Participant if you are 18 years of age or older

Printed Name

Address

City _____ State _____ Zip _____

Work phone Home or Cell _____

EMERGENCY INFORMATION: If parent/guardian cannot be reached in case of an emergency,
please contact: _____

1. DOCTOR OFFICE PHONE _____

2. NAME RELATIONSHIP _____

HOME/CELL PHONE WORK PHONE _____

Does child take any medication on a regular basis? Yes No

If yes, please specify _____

Does child have any medical problems or allergies? Yes No

If yes, please specify _____

THIS FORM MUST BE COMPLETELY FILLED OUT FOR EACH PARTICIPANT