

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of the services of Whippoorwill Rodeo, LLC and its representatives or agents herein referred to as "releases", (collectively, "Whippoorwill Rodeo, LLC), and other good and valuable consideration, the sufficiency of which I (the undersigned), do hereby acknowledge, on behalf of myself and all persons" below:

- 1. Acknowledge that riding, caring for, and being around bulls, horses, and other animals involves both known and unanticipated risks which could result in death, physical injury, or emotional injury. I understand that such risks include but are not limited to the fact that bulls, horses, and other animals, irrespective of their previous behavior and characteristics, may act or react unpredictably based upon instinct, fright, lack of control, latent or apparent defects or conditions, acts of other persons, and/or contact with plants or animals. I agree that Whippoorwill Rodeo, LLC does not have a duty to protect me or other participants from risks, whether known or unknown, inherent or otherwise, and I hereby agree, promise, and covenant not to sue Whippoorwill Rodeo, LLC. I agree and promise to accept and assume all risks existing in connection with any and all activities involving bulls, horses, or other animals. My participation in the activities is purely voluntary, and I elect to participate in spite the risks.
2. HEREBY VOLUNTARILY RELEASE, WAIVE, DISCHARGE, AND CONVENANT NOT TO SUE the participants, sanctioning organizations, or any subdivision thereof, rodeo committee, stock contractor, rodeo association, arena operators or owners, officials, any persons in restricted areas, promoters, sponsors, advertisers, owners, and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purposes herein referred to as "releases", from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing, working for, or for any purpose participating in the event;
3. HEREBY VOLUNTARILY RELEASE, WAIVE, DISCHARGE, AND HOLD HARMLESS Whippoorwill Rodeo, LLC from any and all liability claims, demands, or causes of action (including but not limited to any and all claims alleging negligent acts or omissions of Whippoorwill Rodeo, LLC) which are in any way connected to participation in any activities of Whippoorwill Rodeo, LLC or in relation to Whippoorwill Rodeo, LLC operations. I further waive and release all rights (if any) that may or could arise under the Animal Control Act or the Equine Activity Liability Act, whether or not my activities are deemed to be sponsored by an equine activity sponsor and whether or not Whippoorwill Rodeo, LLC is deemed to be equine professionals. I understand that voluntarily accepting responsibility for controlling any animal at a Whippoorwill Rodeo, LLC event places me within the definition of an "owner" under the Animal Control Act and, therefore, I cannot recover any amount from the animal's legal owner.
4. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releases or to otherwise.
5. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while or upon the restricted area and /or while competing, officiating, observing, or working for, or for any purpose participating in the event. THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and for property damage. THE UNDERSIGNED acknowledges the risk specifically related to COVID-19.
6. THE UNDERSIGNED consents to being photographed and/or videotaped during participation in any Whippoorwill Rodeo, LLC event or event Whippoorwill Rodeo, LLC is hired and involved with, and consents to the use of those photographs or videotapes in the promotion of Whippoorwill Rodeo, LLC events, including but not limited to their use in promotional literature and their release to print media, social media, television, or other electronic media.
7. I have had sufficient opportunity to read this entire document. I have read and understood this document, and I agree to be bound by its terms. By signing this document, I bind myself and all persons named below, my spouse, heirs, legal representatives, assigns, insurers, and successors.

I HAVE READ THIS DOCUMENT, I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND I ASSUME ALL RISK INHERENT TO RODEO/EVENT. I VOLUNTARILY SIGN MY NAME EVIDENCEING MY ACCEPTANCE OF THE ABOVE PROVISIONS. I HAVE THE AUTHORITY TO BIND EACH PERSON NAMED BELOW, AND THIS RELEASE AND CONVENANT NOT TO SUE SHALL APPLY TO EACH SUCH PERSON (UNDERSIGNED), INCLUDING THE BELOW NAMED MINORS.

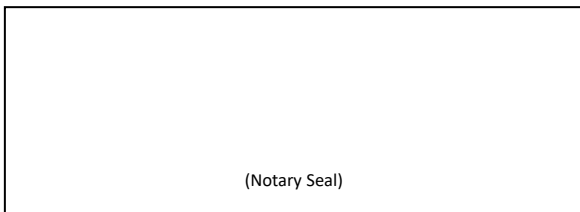
Persons covered by this Release and Covenant Not to Sue: \_\_\_\_\_ (Please print minor name)

Print Name of Parent or Legal Guardian: \_\_\_\_\_

Address, City, & State: \_\_\_\_\_

Signature of Parent or Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Given under my hand and notarial seal, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



\_\_\_\_\_  
Notary Public Signature