



NCYRA Release and Waiver of Liability and Assumptions of Risk Agreement

Covered Events- North Carolina Youth Rodeo Association Rodeos, Sanctioned Events, Practices, and other Fundraising events.

This Waiver is effective as of March 1, 2025 until December 31, 2025

In consideration for being permitted to participate in these events, I, for myself or on behalf of the participant, as the participants parent or legal guardian, acknowledge and voluntarily agree to the following. **Please initial each one:**

___ I understand the potential risks of participation in these events and that I am releasing the event holders, sponsors, venues, or employees from any liability related thereto. Working with live animals is inherently unpredictable and potentially dangerous. Reactions to strange sounds, surroundings, different handlers, and sudden movements cannot always be anticipated or controlled. The handling of animals by other participants cannot always be anticipated, not controlled by the event holders, sponsors, venues, or employees. Thus, there are always inherent risks to participation.

___ Assumption of Risk: I fully understand that participation in these events may not only involve risk of serious injury or death, economic loss, property damage, or loss that may result from the participants own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event is being conducted, and the participant and parent/guardian voluntarily agrees to assume risk.

___ Covenant Not to Sue: The participant and their parents/ guardians / guests personal and legal representatives, heirs, successors, and next of kin will not make any claim against NCYRA or any of its present or former officials, employees, agents, attorneys, insurers, an representatives and their respective successors, heirs, and assigns or any volunteers, for injury, damage, death, or any other loss arising from or related to participation in the NCYRA events.

___ Release: The participants and their parents/ guardians/ guests personal and legal representatives, heirs, successors, and next of kin, forever release, waive, discharge, and relinquish NCYRA and its insurer from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorneys fees, judgements, liens, indebtedness, and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injuries, personal injuries, and property damage that may be sustained by the participant and their parent/ guardian in any way connected to, related to, or arising out of participation in these events regardless of any negligence.

___ Good Health: The participant is in good health and has no physical condition that would prevent him/her from participating in these events or that would increase the risk of serious injury or death in the event of an accident. I have had the opportunity to seek medical advice for any concerns I may have had regarding the participant.

___ Statutory Limitations on Liability: (1) I understand that under North Carolina law, equine professional or equine activity sponsors are not liable for injury due to death of participant in equine activities

resulting from the inherent risk of equine activities, pursuant to section Chapter 99E of the North Carolina General Statutes.

(2) I understand that under North Carolina law, a farm animal activity sponsor or farm animal professional is not liable for an injury to or death of a participant in farm animal activities resulting exclusively from the inherent risks of farm animal activities. Chapter 99E

____ I AGREE that this Agreement shall apply to any incident, injury, accident, or death occurring on the above date and for a period of 1 year thereafter. All subsequent agreements and release documents signed by any if the undersigned shall simplify but shall in no way limit the provisions of this document. The provisions of this document may be canceled by any one of the undersigned by delivering to the above association written cancellation of this agreement, which shall be effective 24 hours after the date said cancellation is received by the association director.

____ I have carefully read this Agreement and fully understand its contents. I am aware that I have given up substantial rights of the participant and their parents/ guardians/ guests by signing this Agreement, and I am signing the Agreement voluntarily. There is no obligation to participate in these events, but I desire to do so or to allow such participation. I certify that I am at least 18 years of age and the participant, or that I am the legal parent/ guardian of the participant.

Date: _____

Print Name of Participant, Volunteer, Worker, Parent/Guardian:

Signature if over 18 years old:

Signature of Parent/Guardian if under 18 years old: _____

Print Name of Parent/ Guardian Signing:

Notary

The State of North Carolina, county of _____, I,

_____ Notary Public, do hereby certify that _____

(name of individual(s) whose acknowledgement if being taken) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this ____ day of _____, 2025.

Notary Public Signature: _____

Print: _____

My commission expires _____ (Seal)