

LAS VEGAS GYMKHANA ASSOCIATION

PARTICIPANT RELEASE FORM

For the period September 1, 2022 through August 31, 2023

1. Agreement: As consideration for being allowed to participate in the event the undersigned (full name and address) _____

2. Acknowledgment of Risk: The undersigned acknowledges that the participation in horsing events, either as a contestant, an employee, or a volunteer exposes the participant to a substantial and serious risk of property damage, personal injury or death. The undersigned expressly acknowledges his/her participation in the event will involve such a hazard. **Helmets are Mandatory for anyone under 18.** _____ **Parent initial here**

3. Release of Sponsors: The undersigned hereby releases all Sponsors from liability and any and all property damage, personal injuries, or other claims arising from the undersigned's participation in these events, including those known and unknown, unforeseen, future and contingent.

4. Indemnification. Contestant hereby agrees to indemnify and hold harmless the Event Sponsor from any liability, claim, loss, action or expenses asserted against or incurred by the Event Sponsor for damages arising out of the actions or inactions of the Contestant and Contestant's employees, agents, representatives, trainers, animals, independent contractors, or others acting on their behalf. The term "expenses" shall include, but not be limited to, attorney fees, arbitration/mediation costs, court costs, investigation costs, and other expenses incurred in the defense of any matter asserted which may be covered by this indemnification provision.

5. Covenant Not to Sue: The undersigned covenants that the undersigned shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against The Las Vegas Gymkhana Association, Henderson Saddle Association, the sponsors of the events (or their officers, directors, employees, agents or affiliates) concerning, arising out of, or related to the actions, causes of the actions, claims and demands hereby waived, released or discharged by the undersigned.

6. Assurances: The undersigned has full power, authority, capacity and right without limitation to execute, deliver and perform this Release.

7. Binding Effects: This Release shall be binding upon the undersigned and the undersigned's spouse, legal representatives, heirs, successors and assigns.

This Release has been fully and carefully read by the undersigned and the undersigned fully understands its terms and conditions and has voluntarily executed and delivered this Release as of this _____ day of _____, 20____.

SIGNATURE OF PARTICIPANT: _____

AGE: _____

NOTE: Participants under 18 years of age must have the following signed by their parent or legal guardian.

CONSENT OF PARENT OR LEGAL GUARDIAN

I, _____, have read the above Release in full. I fully understand its terms and conditions and hereby voluntarily execute and deliver this consent to _____'s participation in the events. I fully agree to be fully bound by the Release's terms and conditions in by my individual capacity as parent or legal guardian for the undersigned.

PARENT OR GUARDIAN'S SIGNATURE: _____ DATE: _____

Checklist of items that need to be provided with this form:

____ copy of Driver's License or Government ID card of Participant 18 and over

____ minor's birth certificate ALONG with copy of parent or guardian Driver's License or Govt ID

(Only for minors under the age of 18)

____ signed acknowledgment of the rules (See last page of ByLaws