

## **North Carolina Youth Rodeo Association**

### **Release and Waiver of Liability & Assumption of Risk Agreement**

Covered Events - North Carolina Youth Rodeo Association Rodeos, Sanctioned Events, and other Fund-Raising Events.

This Waiver - Effective January 1, 2023 thru December 31, 2023

In consideration for being permitted to participate in these events, I, for myself or on behalf of the participant, as the participant's parent or legal guardian, acknowledge and voluntarily agree to the following:

I understand the potential risks of participation in these events and that I am releasing the event holders and sponsors 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 nor controlled. The handling of animals by other participants cannot always be anticipated, not controlled by the event holders or sponsors. 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 participant's 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 voluntarily agrees to assume this risk.

Covenant Not to Sue: The participant's 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, and representatives and their respective successors, heirs and assigns or any volunteer(s), or injury, damage, death, or any other loss arising from or related to participation in these events.

Release: The participant's personal and legal representatives, heirs, successors, and next of kin, forever release, waive, discharge and relinquish NCYRA from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by the participant 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's health.

Statutory Limitations on Liability: I understand that under North Carolina Law, equine professionals or equine activity sponsors are not liable for injury due to death of a participant in equine activities resulting from the inherent risk of equine activities, pursuant to section Chapter 99E of the North Carolina General Statutes.

I AGREE that this agreement shall apply to any incident, injury, accident, or death occurring on the above date and FOR A PERIOD OF ONE (1) YEAR THEREAFTER. All subsequent agreements and release documents signed by any of the undersigned shall amplify but shall in no way limit the provisions of this document. The provisions of the 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 by signing the 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 eighteen years of age and the participant or his/her parent/legal guardian.

Date: \_\_\_\_\_

Name of Participant: \_\_\_\_\_

Signature of Adult Participant/Parent/Legal Guardian:

\_\_\_\_\_ Emergency Contact/Phone Number:

\_\_\_\_\_

**Notary Page**

THE STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, Notary Public, do hereby certify that

\_\_\_\_\_ (name of individual(s) whose acknowledgment is 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 \_\_\_\_\_, 20\_\_\_\_.

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

Print: \_\_\_\_\_ My

commission expires: \_\_\_\_\_

(Seal)