

+ Original copy

WAIVER, RELEASE AND INDEMNITY AGREEMENT

WAIVER, RELEASE AND INDEMNITY AGREEMENT is made and executed this _____ day of _____, 20____, by _____ (hereinafter "Participant"), in consideration of being allowed to participate in a sanctioned rodeo of which McKay Rodeo Company, Inc., a Nebraska corporation (hereinafter "McKay"), is involved as a promoter or stock contractor; Participant acknowledges that Participant would not be able to engage in rodeo activities which may include but not be limited to team roping, calf roping, steer wrestling, bareback riding, bronc riding, bull riding, breakaway roping, and barrel racing which McKay may promote. Participant acknowledges that the aforementioned activities are inherently dangerous and that injury or death can be caused by the unpredictability of animals including, but not limited to, kicking, bucking, biting, flipping-over, stomping on parties on the ground, or running away with riders, all of which activities the undersigned has either witnessed or is familiar with, and Participant specifically accepts the risk of those injuries and possible death and acknowledges that McKay would not be willing to allow the Participant to participate in said activities in the absence of the representations and promises set forth in this Waiver, Release and Indemnity Agreement.

In consideration of the above, the Participant, for himself/herself and his/her agents, representatives, heirs, successors and assigns, does hereby release and forever discharge McKay and its successors, affiliates, representatives, employees, and assigns from and concerning any and all liability, claims, causes of action, demands, obligations, attorney fees, and damages of any kind whatsoever which may arise as a result of the Participant's participation arising out of any activity under or related to this Waiver, Release and Indemnity Agreement. The Participant agrees to indemnify, defend, and hold McKay harmless from any damages, including, without limitation, attorney fees if McKay is sued by the Participant and his/her assignee, with respect to any of the claims released herein.

This Waiver, Release and Indemnity Agreement is intended and may be construed as a full and complete release, without reservation or qualification. The Participant assumes any and all risk of any property damage, personal injury, or death that may occur arising on account of or in any way occurring out of the Participant's participation.

DATED this _____ day of _____, 20____.

PARTICIPANT

Signature: _____ Address: _____

Printed name: _____ Date of Birth: _____

CONSENT AND RELEASE FOR MINORS

THE UNDERSIGNED parent(s) and or guardian(s) of the above named Participant consent to his/her participation in the sport of rodeo and, in consideration of and as a condition to allowing the Participant to participate in a rodeo of which McKay is a sponsor or stock contractor, acknowledge that we are aware of the specific risks outlined in this Waiver, Release and Indemnity Agreement and agree to make no claims against McKay or its members or anyone acting through McKay for any loss or damage, injury or death to property, animals or persons resulting from any cause, including any negligence of any person connected with any of the activities of the rodeo and the undersigned agrees to indemnify and hold said McKay and its employees and agents harmless from any claims arising by reason of the negligence of any person or acts of their animals.

PARENT(S) AND/OR GUARDIAN(S)

Signature(s): _____ Address: _____

Printed Name(s): _____ Date: _____

Rodeo: _____