

**ELBERT COUNTY FAIR**  
**KIOWA, COLORADO 80117**

**RELEASE AND COVENANT NOT TO SUE**

**Agreement:** As consideration for being allowed to participate and/or compete in the Rodeo, Amateur Events or other Rodeo related events INCLUDING MUTTON BUSTING in connection with the ELBERT COUNTY FAIR, the undersigned (PLEASE PRINT):

**PARTICIPANT PRINTED NAME:** \_\_\_\_\_

**PARENT/GUARDIAN NAME(S):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE NUMBER WHERE YOU CAN BE REACHED DURING THE EVENT:** \_\_\_\_\_

agrees to the following:

1). **Acknowledgement of Risk:** The undersigned acknowledges that Rodeos, Horse Events, and other animal related events are dangerous activities and the production of or participation in a Rodeo, Horse Event or animal related event as either a contestant, an employee or volunteer exposes the participant to a substantial and serious risk of property damage, personal injury or death. The undersigned expressly acknowledges that his/her participation in these events will involve such hazards.

**WARNING**

**Under Colorado Law an Equine Professional is not liable for injury to or the death of a participant in Equine activities resulting from the inherent risks of Equine activities, pursuant to Section 13-21-119, Colorado Revised Statutes.**

**Under Colorado Law, there is No Liability for the death of or injury to a participant / volunteer in an agricultural recreation or agritourism activity resulting from inherent risks of the agricultural recreation or agricultural activity, Pursuant to Section 13-21-121 Colorado Revised Statutes**

2). **Release of ELBERT COUNTY FAIR, ELBERT COUNTY AND Sponsors:** The undersigned, being aware that production of or participation in the Rodeo, Horse Events, or other animal related events will expose him/her to a substantial and serious risk of property damage and/or personal injury or death, hereby releases all Sponsors, The Elbert County Fair, Elbert County; and their respective Officers, Directors, Employees, Agents, Affiliates, or representatives (hereinafter referred to as "Releasees") from liability for any and all property damage, personal injuries or other claims arising in any way from the undersigned's participation in the Rodeo, Amateur Rodeo Events, Horse Events, and other animal related events, including those events that are known and unknown. This release specifically includes any liability of the Releasees for their own negligence or breach of warranty.

3). **Covenant Not To Sue and Indemnification Agreement:** The undersigned agrees he/she shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against the Releasees concerning, arising out of, or related to the actions, causes of action, claims and demands hereby waived, released, or discharged by the undersigned. The undersigned agrees to indemnify and hold the Releasees harmless from any and all liability, expense, loss or damage, specifically including any liability, expense, loss or damage arising from the Releasees' own negligence or breach of warranty, and to provide a defense or to reimburse any cost that the Releasees incur if the Releasees provide their own defense (including but not limited to reasonable Attorney Fees and Costs, in connection with any demand, claim or legal action, threatened or actual, including third party claim asserted against the Releasees that arises wholly or in part out of the undersigned's participation in these events.

4). **Assurances:** The undersigned has full power, authority, capacity and right without limitations to execute, deliver and perform this release.

5). **Binding Effect:** This release shall be binding upon the undersigned and the undersigned's spouse, legal representatives, heirs, successors, assigns or transfers.

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This release has been carefully and fully read by the undersigned and the undersigned fully understand its terms and conditions and has voluntarily executed and delivered this release as of the \_\_\_\_\_ day of 2021.

**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, \_\_\_\_\_, am the parent or legal guardian of the above minor and I have read the above release in full and I fully understand its terms and conditions and I hereby voluntarily execute and deliver my consent to \_\_\_\_\_'s participation in the Rodeo, Amateur Rodeo Events or other animal related events in connection with the Mutton Busting at the Elbert County Fair pursuant to the terms of this Release and Covenant Not To Sue.

I further agree to be fully bound by this document's terms and conditions in both my individual capacity and in my capacity as parent or legal guardian for the participant.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Parent or Legal Guardian**

\_\_\_\_\_  
**Print Signature Name**