

2023 CARBONDALE WILD WEST RODEO SERIES -- Carbondale Wild West Rodeo Association,

Inc. **ENTRY APPLICATION and RELEASE FORM** (Please print and bring to first CWWR)

Location of Event or Rodeo: TOWN OF CARBONDALE, COLORADO -- GUS DARIEN RIDING ARENA

Name of PARTICIPANT (please print): _____

Mailing Address of PARTICIPANT (please print): _____

Street/P.O. Box

City

State

Zip Code

Phone Number(s) and Email: _____

Cell Phone

Other Phone

Email

Event (check all that apply):

Note: PARTICIPANTS UNDER THE AGE OF 18 IN ANY EVENT, MUST HAVE CONSENT FORM SIGNED BY PARENT OR LEGAL GUARDIAN. SEE BOTTOM OF THIS DOCUMENT.

____ Bull Riding

____ Cowhide Race (ages 14 and up.)

____ Ranch Bronc Riding

____ Junior Bull Riding (ages 13-17 must wear Helmet & Vest you supply.)

____ Team Roping

____ Mutton Bustin' (must wear Helmet & Vest – supplied.)

____ Dally Ribbon Roping

____ Ladies Breakaway Roping

____ Calf Scramble

____ Steer Riding (ages 12 & younger must wear Helmet & Vest you supply.)

____ Barrel Racing

____ Junior Barrel Racing

____ Junior Breakaway Roping

____ Volunteer

AGREEMENT: In consideration for and as a condition of being allowed to participate and/or compete in all or any part of the 2023 Carbondale Wild West Rodeo Series Event(s), the above-named participant, or, in the event the participant is a minor, the consenting parent or legal guardian, ("Signor") acknowledges and agrees to the following:

ACKNOWLEDGMENT OF RISK: The Signor acknowledges that rodeos are dangerous activities and that a person's participation in a rodeo in any capacity, either as a contestant, employee or volunteer, will expose the participant to a SUBSTANTIAL AND SERIOUS RISK OF PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH. The Signor expressly acknowledges that participation in any 2023 Carbondale Wild West Rodeo Series Event(s) will involve such a hazard. Contestants, all participants including volunteers and parents acknowledge that bull riding and other rodeo events and activities are inherently dangerous activities. All participants agree to assume such hazards and risks.

WARNING - Under Colorado Law, an equine professional is not liable for an 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.

RELEASE OF SPONSORS: THIS IS A RELEASE OF LIABILITY. ALL PARTICIPANTS AND PARENTS ARE AGREEING TO RELEASE THE Carbondale Wild West Rodeo Association, Inc., The Town of Carbondale AND OTHER PARTIES FROM LIABILITY. PLEASE READ THIS PROVISION CAREFULLY.

The Signor, being fully aware that participation in any 2023 Carbondale Wild West Rodeo Series Event(s) will expose the participant to a substantial and serious risk of property damage and/or personal injury and/or death, hereby agrees to release the Town of Carbondale, Carbondale Wild West Rodeo Association, Inc., and/or any and all Sponsors (including their officers, directors, employees, volunteers, agents or affiliates) from liability for any and all property damage, personal injuries, or other claims arising from participant's participation in the 2023 Carbondale Wild West Rodeo Series Event(s), including those that are known, foreseen and unforeseen, future or contingent, and includes claims, demands and liabilities arising out of the negligence of the parties so released. Furthermore, to the fullest extent permitted by applicable law, this discharge waiver and release also includes claims, demands and liabilities arising out of gross, willful or wanton negligence of the parties so released. This discharge also includes claims, demands and liabilities for indemnities and contributions arising from property damage, personal injury and/or death to a third party.

In the event that any provision of this discharge, waiver and release is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this discharge, waiver and release had been executed with the invalid provision eliminated.

The undertakings and covenants of the foregoing provisions shall be binding upon each contestant, all participants and parents, his or her heirs, legal representatives, successors, and assigns.

INDEMNIFICATION. Each contestant, all participants and parents agree to indemnify, defend, save and hold harmless including, without limitation, the Carbondale Wild West Rodeo Association, Inc., the Town of Carbondale, other contestants, Stock Contractors, Rodeo Committee, Rodeo Producer and Contract Personnel and all event sponsors from any and all claims, demands and liabilities for any and all property damage, personal injury and/or death asserted by a third party defined as any other party other than the Carbondale Wild West Rodeo Association, Inc. and the Town of Carbondale and arising from such participation in 2023 Carbondale Wild West Rodeo Series Event(s).

COVENANT NOT TO SUE: The Signor covenants that the Signor shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against the Town of Carbondale, Carbondale Wild West Rodeo Association, Inc. and/or any and all Sponsors (including their officers, directors, employees, volunteers, agents or affiliates) concerning, arising out of, or in any way related to the actions, causes of actions, claims and demands hereby waived, released or discharged by the Undersigned. If the participant is a minor, then the Signor covenants the same on behalf of the minor.

ASSURANCES: The Signor has full power, authority, capacity and right without limitation to execute, deliver and perform this Release, whether for himself/herself, or on behalf of his/her minor child or ward. The Signor further represents that the participant is in good health and has no medical, physical, or mental impairments or problems that would prevent him/her from safe participation in these event(s) or require special care, equipment, or attention.

BINDING EFFECT: This Release shall be binding not only upon the Signor but also upon the Signor's spouse, legal representative, heirs, successors and assigns. This Release has been carefully and fully read by the Signor and the Signor fully understands its terms and conditions and has voluntarily executed and delivered this Release as of the date below.

Signature of PARTICIPANT: _____

Social Security # required by IRS: _____ **Date:** _____

(See CONSENT OF PARENT OR LEGAL GUARDIAN BELOW)

ALL INFORMATION MUST BE GIVEN ON THIS RELEASE/CONSENT – NO EXCEPTIONS!

CONSENT OF PARENT OR LEGAL GUARDIAN -- PARTICIPANTS UNDER THE AGE OF 18 MUST HAVE THE FOLLOWING SIGNED BY THEIR PARENT OR GUARDIAN

By signing my name below, I represent that I have read the entirety of the general ENTRY APPLICATION AND RELEASE FORM in full, and that I understand all its provisions. I further represent that I am fully aware that all rodeo events, including and not limited to "Mutton Bustin" and the "Calf Scramble" are inherently dangerous activities that will expose my child or ward to the risk of serious injury and/or death.

HAVING READ THE ENTRY APPLICATION AND RELEASE FORM, I understand that by signing this Consent I will be renouncing certain rights I would otherwise have to seek recovery against the event organizers and sponsors in case of injury, etc., and specifically that I will be releasing all of the same from any potential liability for any injury that may occur, whatsoever.

UNDERSTANDING ALL THE ABOVE, and representing that I have the full power, authority, capacity and right to execute this Consent, I hereby voluntarily execute and deliver this Consent to my child / ward's participation in the 2023 Carbondale Wild West Rodeo Series Event(s).

Signature of Parent or Legal Guardian: _____ **Date:** _____

Name of PARENT (please print): _____

Address of PARENT (please print): _____

Phone Number(s): _____ **E-mail:** _____

Age of Minor: _____ **Relationship to Minor:** _____