

MECHANICAL BULL RIDING RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

Express Release of Liability, Waiver of Certain Legal Rights, and Assumption of Risk Associated with use of Mechanical Bull Ride and Related Activities

Bull Riding Location: _____

I (name) _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with bull riding activities to which I am about to engage, including, but not limited to:

- 1) The rotation and bucking movement of the Mechanical Bull which will cause me to fall off of the Bull in an uncontrollable manner;
- 2) The changing condition of the equipment used during bull riding, the ground surface, and the speed and movement of the bull;
- 3) Inclement weather, lighting, variances and extremes of wind, weather and temperature;
- 4) My sense of balance, physical condition, ability to ride and hold on or follow directions;
- 5) The presence of insects and flying life forms;
- 7) Equipment failure or operator error;
- 8) Heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration;
- 9) Fatigue, chill and / or reaction time and increased risk of an accident.

I acknowledge that riding a mechanical bull entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that the above described risks, and other risks, cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, Cinch Rodeo LLC employees seek safety but they are not infallible. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions and the equipment being used might malfunction.

I specifically acknowledge that I am at least four feet tall and that I have read, understand and agree to abide by all bull riding instructions at all times, and that I have been trained in the safe use of bull riding equipment to my complete satisfaction, and I am physically/mentally able to participate in the bull riding activities to which I am about to engage. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I voluntarily assume the risks existing in this activity and elect to participate in spite of the risks.

I specifically waive any defense insofar as this contract is concerned that may arise as a result of any law and/or regulation or policy that may impact its enforceability. In consideration of being allowed to participate in the above-described activities, as well as the use of any of the facilities and the use of the equipment of the below listed releases, I hereby agree as follows:

- 1) To waive and release any and all claims based upon negligence, active or passive, that I may have in the future against all of the following named persons or entities herein referred to as releasees: Cinch Rodeo LLC, and its officers, directors, Mechanical Bull operators (and their employer), representatives, agents, and volunteers.
- 2) To release, discharge and covenant not to sue, the releasees from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with

any bodily injury, property damage or loss of life that may occur as a result of engaging in the above activities.

3) By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

Despite my agreement above to release all claims and not to sue, if I do bring a legal action against the releasees related to the activity, I agree and consent that such legal action may only be brought in the state or federal courts located in Denver, Colorado, and I further agree that the substantive law of Colorado shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I hereby declare that I am at least 18 years of age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.

I have read this Agreement, understand it, and I agree to be bound by it.

Signature of Adult Participant

Name of Adult Participant
(Please Print)

Age

Date

Signature of Parent or Guardian if
Participant Is Under 18 years old,
and by their signature, they on my
behalf release all claims that both
they and I have.

Name of Parent of Guardian
(Please Print)

Age

Date

Name of Minor

Age

Date