



2021 LITTLE BRITCHES YOUTH ASSOCIATION – LBYA.org Participant Release/Hold Harmless Form

Participants/Volunteers (Please Print)

Note: PARTICIPANTS UNDER THE AGE OF 18 MUST HAVE CONSENT FORM SIGNED BY PARENT OR LEGAL GUARDIAN.

This release covers all Little Britches Youth Association, Inc. (LBYA) sponsored events for the entire 2020-2021 association year which begins on November 1st of each year and concludes on October 31st of the following year.

AGREEMENT: In consideration for and as a condition of being allowed to participate and/or compete in all or any part of the 2021 LBYA events, the above-named member, volunteer, 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 rodeo/equine events are dangerous activities and that a person’s participation in any capacity 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 LBYA event may expose them to such hazards. Contestants, participants and parents acknowledge that rodeo/equine 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 Article 13-21-119, Colorado Revised Statutes.

RELEASE OF SPONSORS: THIS IS A RELEASE OF LIABILITY. ALL PARTICIPANTS AND PARENTS ARE AGREEING TO RELEASE Little Britches Youth Association, Inc., The Latigo Equestrian Center AND OTHER PARTIES FROM LIABILITY.

PLEASE READ THIS PROVISION CAREFULLY.

The Signor, being fully aware that participation in any LBYA events will expose the participant to a substantial and serious risk of property damage and/or personal injury and/or death, hereby agrees to release LBYA, Latigo Equestrian Center 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 LBYA, 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, participant 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 LBYA, the Latigo Equestrian Center, directors, members, 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 Little Britches Youth Association and arising from such participation in LBYA events.

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 LBYA, Latigo Equestrian Center, 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: _____ Date: _____
(See CONSENT OF PARENT OR LEGAL GUARDIAN BELOW)

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 this RELEASE FORM in full, and that I understand all its provisions. I further represent that I am fully aware that all rodeo/equine events are inherently dangerous activities that will expose my child or ward to the risk of serious injury and/or death.

HAVING READ THIS 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 2019 Little Britches Rodeo Series Event(s).

Parent/Guardian/Volunteer (Print and Sign) Date

Dependant(s)/Minor(s) (Print)

IMAGE RELEASE AGREEMENT

I understand that the Little Britches Rodeo Association (“LBYA”) intends to photograph me and to use those photographs in certain LBYA documents and materials that may be made available to the public.

I hereby irrevocably consent to LBYA’s reproducing, copying, displaying, publishing or otherwise using, at any time and from time to time, my name, or my dependants’ name, any pseudonym(s), any photograph(s) or likeness of me/my dependant(s), or any part thereof, in any form, including illustrations and animation, either alone or accompanied by other material, in any manner, throughout the universe, for advertising, publicity, trade or any other lawful purposes, in LBYA Materials or otherwise, in any medium now known or hereafter developed, without compensation to me/my dependant(s).

The rights granted in this agreement extend to LBYA, its subsidiaries, affiliates, agents, successors, legal representatives, and assigns and those acting on its behalf.

I understand and agree that LBYA will be the exclusive owner of all rights, including but not limited to, all copyrights, in and to such film, photographs or other recordings or renderings of me/my dependents likeness or image (collectively, the “Images”), and may use those Images in whole or part, throughout the universe, in perpetuity, in any medium now known or hereafter developed, and to license others to so use them in any manner LBYA may determine in its sole discretion, without any obligation to me/my dependants.

I hereby irrevocably release and discharge LBYA, its subsidiaries, affiliates, agents, successors, legal representatives, assigns and those acting for it or on its behalf from any claim or liability (including, without limitation, defamation, invasion of privacy or right of publicity) based upon any use of the images or upon any alteration, blurring, distortion, optical illusion, retouching or other use of the Images in a composite form, whether or not intentional, or based upon any other circumstance in the production, dissemination or use of the images or any part thereof, in the LBYA materials or for any other purpose.

I further understand and agree that LBYA is under no obligation to use any Images for any purpose.

Parent/Guardian/Volunteer(Print and Sign)

Date

Dependant(s)/Minor(s) (Print)

