

Potter Valley Local Barrel Racing Sunday, May 28, 2023 Slack starts at 8:00 am Performance starts at 1:00 pm

Name:		
		City:
State:	Zip: E	mail:
		Date of Birth (18 & under):
Emergency Contac	ct Name and Number:	
		RULES
Race. Participants model Go order will be 25 contestants Results will Note All contestants Entries close In NO phone entresistents Please make contestants For your conversions for the second	ust reside in the 707 area be determined by random maximum. Limit of 8 ride OT be posted online. Is must sign a Participation Friday, May 19, 2023 or ries. Shecks payable to: Potter enience, all returned checks	draw. Once draw is determined, no changes will be made. ers in performance, limit of 17 riders in slack. Agreement on reverse side of this entry form. when events fill. Only postmarked entries accepted –
For information ca	all Jodie at 707-489-4939	or 707-743-1742 – No calls after 9 PM
Pleas	se select one:	☐ Random Draw☐ Slack Preferred
Total E	ong D un (Eyyant forgal	Event Fees: \$ 30.00 Office Fee: \$ 10.00
Total F	ees Due (Event fees +	Office ree): <u>5 40.00</u>



POTTER VALLEY COMMUNITY PARKS AND RECREATION, INC. PARTICIPATION AGREEMENT At The Potter Valley Rodeo Arena, and Parade areas

I, the undersigned, agree as a condition of participation in any activity in this arena, to release save harmless, defend, protect, and indemnify any person and/or organization (including but not limited to the Potter Valley Community Parks and Recreation, Inc., the directors of any of those corporations, all committees and sponsors, their representatives and successors) in any way associated therewith and there agents, members, officers, and directors from loss, damage or liability of any sort arising out of or in any way relating to my participation in said Parade, Rodeo, Roping, Drill Team, or Gymkhana activity. If the participant is a minor the undersigned parent or guardian acknowledges that they have read this Agreement and agrees to be bound by its terms as a releaser and as a guarantor and indemnitor of said persons and/or organizations and their agents, members, officers and directors, for the minor and in the minor's place and stead. I waive ALL RIGHTS which I now or may have by virtue of Section 1542 of the California Civil Code which reads: "A general release does not extend to the claims which a creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debt-or"

I know that being in a rodeo can be a potentially hazardous activity. I assume all risks associated with this event, including but not limited to falls, injury to myself, my child, or my horse, etc. Having read this waiver and knowing these facts and in consideration of your accepting my entry. I, for myself or for my child and anyone entitled to act on my behalf waive and release the Potter Valley Community Parks and Recreation, Inc., a California Non Profit Public Benefit Corporation, the directors and all sponsors, their representatives and successors from all claims or liabilities of any kind arising out of my participation or my child's participation in the rodeo and other activities even though that liability may arise out of negligence or carelessness on the part of the persons/groups named in this waiver.

Contestant Name (please print):	
Contestant / Parent Signature:	
(If under 18 years old parent or guardian MUST sign here or entry will not be accepted)	



WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AND VOLUNTARY CONSENT AGREEMENT

THIS AGREEMENT (hereinafter, "Agreement") MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF my ability to participate, provide services for, conduct, prepare for or participate in any affiliated activities leading up or related to, or otherwise attend or be present at the 2022 Potter Valley Rodeo events (hereinafter, the "Events") (and hereinafter, collectively, the "Activities"). The undersigned, on behalf of himself/herself, his/her personal representative, heirs, and next of kin (hereinafter collectively, the "UNDERSIGNED") hereby:

- 1. **EXPRESS ASSUMPTION OF RISK:** UNDERSIGNED hereby acknowledges and understands that the World Health Organization has declared COVID-19 a worldwide pandemic. COVID-19 is extremely contagious and spreads mainly from person-to-person contact. Based on currently available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions may have a higher risk for severe illness from COVID-19. There have been recommended guidelines and preventative measures put in place to reduce the spread of COVID-19; however, it CANNOT GUARANTEE that UNDERSIGNED will not become exposed to or infected with COVID-19, despite reasonable efforts to mitigate such dangers. Furthermore, the Activities could increase UNDERSIGNED's risk of contracting COVID-19. By signing this Agreement, UNDERSIGNED acknowledges the extremely contagious nature of COVID-19 and voluntarily assumes the risk that UNDERSIGNED may be exposed to or infected with COVID-19 from the Activities, and that such exposure or infection may involve the RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH. UNDERSIGNED understands that the risk of becoming exposed to or infected with COVID-19 by UNDERSIGNED's participation in the Activities may result from the actions, omissions, or negligence of others and/or UNDERSIGNED, including, but not limited to, the RELEASEES (as defined below). UNDERSIGNED hereby expressly assumes all such risks and dangers whether presently known or unknown.
- 2. WAIVER AND RELEASE: UNDERSIGNED hereby RELEASES, WAIVES, AND FOREVER DISCHARGES, the Potter Valley Community Parks and Recreation DBA Potter Valley Rodeo (and its parents, affiliates and subsidiaries) or any subdivision thereof, any promoter, participant, rodeo association, rodeo grounds operator, arena owner, officials, sponsors, advertisers (in each case associated in any way with any of the Events), owners and lessees of the premises used to conduct the Event(s), insurers, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the Event(s), and each of their respective parents, subsidiaries, affiliated corporations and entities, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, and all other persons or entities participating or involved in the Events (hereinafter collectively, the "RELEASEES"), from any and all actions, causes of action, claims, suits, debts, dues, sums of money, bonds, bills, balances, losses, costs, expenses, damages, covenants, agreements, commitments, undertakings, promises, liabilities, obligations, lawsuits, judgments, orders and demands whatsoever, in law, at equity or otherwise, of whatever kind or nature, whether known or unknown, suspected or unsuspected, asserted, accrued, unaccrued, actual, contingent, or otherwise, direct or indirect and whether or not concealed or hidden arising out of, on account of or relating to any INJURY TO OR RESULTING IN DEATH (including but not limited to INJURY TO OR RESULTING IN DEATH FROM COVID-19) of the UNDERSIGNED arising out of or related to any of the UNDERSIGNED's Activities (hereinafter, the "RELEASED CLAIMS"). The UNDERSIGNED covenants that the UNDERSIGNED shall not directly or indirectly, bring, commence, institute, maintain, prosecute, aid or fund in any way any action of any kind or otherwise assert against any of the RELEASEES anywhere in the world any Released Claim.
- 3. **INDEMNITY AND HOLD HARMLESS**: UNDERSIGNED hereby agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS, to the fullest extent permitted by law, the RELEASES from losses, liabilities, obligations, claims, damages, settlements, injunctions, suits, actions, proceedings, demands, charges, fines, penalties, costs and expenses of every kind and nature, including reasonable fees, expenses and disbursements of attorneys, accountants and other professionals imposed upon, asserted against or incurred by any RELEASEE in connection with, arising out of or relating to (i) any Released Claim or (ii) the UNDERSIGNED's Activities, in each of (i) and (ii), whether caused by the ordinary negligence of the RELEASEES or otherwise and including and/or arising out of UNDERSIGNED's improper and/or tortious conduct in connection therewith.



- 4. **INFORMED CONSENT AND VOLUNTARY PARTICIPATION:** UNDERSIGNED fully acknowledges and understands that COVID-19 is extremely contagious. UNDERSIGNED has taken it upon himself or herself to be fully informed of the numerous risks and potential dangers associated with COVID-19, including SUFFERING SEVERE PERSONAL INJURY OR DEATH. UNDERSIGNED acknowledges that he or she has been informed that his or her PERSONAL SAFETY CANNOT BE GUARANTEED. UNDERSIGNED acknowledges that his or her participation in the Activities are completely voluntary, and he or she believes that the potential benefits of participation and/or services provided outweigh the risk and danger associated with COVID-19. For more information please see the Center For Disease Control's site at https://www.cdc.gov/coronavirus/2019-nCoV/index.html.
- 5. UNDERSIGNED acknowledges that it is his or her responsibility to do all of the following: (1) exercise caution and follow any CDC or OSHA issued protocols (including without limitation those guidelines specifically referenced by the PRCA to protect the health of the UNDERSIGNED; (2) inform employer of any Activities which the UNDERSIGNED does not feel comfortable performing; (3) cease any activity and promptly report any physical discomfort, illness or complications while participating in any Activity; and (4) clear his or her participation of any Activity with his or her personal physician. UNDERSIGNED also agrees, represents and warrants that the Potter Valley Rodeo COVID-19 Ground Rules (5)he/she will not participate in any Activity if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19.
- 6. UNDERSIGNED acknowledges that THIS AGREEMENT IS INTENDED TO BE FULLY SEVERABLE, and that if any portion of this Agreement is held invalid, it is agreed that the balance the Agreement shall continue in full legal force and effect. That shall include modifying the Agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. This Agreement is to be interpreted and enforced under the laws of the California.
- 7. UNDERSIGNED hereby accepted all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and UNDERSIGNED agrees and acknowledges that NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. UNDERSIGNED HAS COMPLETELY READ BOTH PAGES OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS. UNDERSIGNED SIGNS THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM OR HER AND UNDER SIGNED INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. UNDERSIGNED was given ample opportunity to read the Agreement and/or have it reviewed by legal counsel of his or her choice. UNDERSIGNED was also offered a copy of this Agreement.

NAME (PRINT)	DATE	
SIGNATURE		