

ARCADIA YOUTH RODEO ASSOCIATION, INC.
124 Heard Street, Arcadia, Florida 34266
863-494-2014

2010-2011 SEASON RELEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, by and between the Arcadia Youth Rodeo Association, Inc., a community-based, not-for-profit youth rodeo association, hereinafter called "AYRA", and the parents or legal guardian of the undersigned member, hereinafter called "Member".

THAT that AYRA, being a community-based, not-for-profit youth rodeo association with membership opportunities for boys and girls, from ages 18 and under, wishes that the AYRA and the Arcadia All-Florida Championship Rodeo, their Officers, Directors, and Members be relieved from all liabilities for damage or injury connected with any event or function connected with the AYRA, of which the undersigned Member is engaged.

TO WIT: The AYRA and the Arcadia All-Florida Championship Rodeo, their Officers, Directors and support staff shall not be responsible to the undersigned Member for any injury to him/her or any of his/her property while at any rodeo, event or function connected with the AYRA and the Arcadia All-Florida Championship Rodeo, for any reason whatsoever, and the AYRA and the Arcadia All-Florida Championship Rodeo, their Officers, Directors and support staff shall not liable for any latent defect in the rodeo, event or function premises, or for any injuries or damages to the undersigned Member, parent or legal guardian, horse, or equipment, sustained en route to or from, or during any association rodeo, event or function for any cause whatsoever. The Member agrees to indemnify and hold harmless the AYRA and the Arcadia All-Florida Championship Rodeo, their Officers, Directors and support staff from any and all claims, demands, and judgments against the AYRA, its Officers, Directors and support staff, for any reason whatsoever, or by any matter or happening en route to or from, or during the time of any rodeo, event or function, as well as all costs, expenses, and attorneys' fees incurred or expanded by the AYRA and the Arcadia-All Florida Championship Rodeo, their Officers, Directors and support staff in defending the same. The above mentioned entities are non-commercial entities as defined by the Internal Revenue Code.

RELEASE OF LIABILITY, INDEMNITY AND AGREEMENT NOT TO SUE

1. ASSUMPTION OF RISK: I know and understand the full and complete scope, nature, and extent of the risks involved in entering the AYRA events and engaging in the associated activities, and that such risks have been identified and explained to me, and that other dangers relative thereto cannot be foreseen or otherwise contemplated. I understand that there are certain risks and dangers inherent in entering the rodeo events and otherwise engaging in rodeo activities, and that by entering onto the rodeo grounds and/or otherwise engaging in the rodeo activities, I am subjecting myself to the possibility of loss of life, disfigurement, serious bodily injury, and damage to my person as well as loss to my personal property and effects. Having carefully considered these risks, I voluntarily, freely, without coercion and duress, choose to assume any and all such risks, and take responsibility therefore, and for my actions and the actions of my invitees while on or about the rodeo grounds, and otherwise engaged in rodeo activities. [_____] **Please initial here.**
2. RELEASE OF LIABILITY: I hereby release and discharge AYRA and the Arcadia All-Florida Championship Rodeo, and their related and affiliated entities, their officers, directors support staff, and independent contractors, from and against any and all liability, claims, demands, suits and causes of action whatsoever arising, directly or indirectly, out of any damage, loss or injury to me, my family, my property, or my death, while on, near, or traveling to and from the rodeo events, or engaged in the activities, whether resulting from the intentional acts, negligence, gross negligence, or other fault, direct or indirect, whether active or passive, of any of the Releasees, or from any other cause whatsoever. [_____] **Please initial here.**
3. AGREEMENT NOT TO SUE: I hereby agree never to institute any lawsuit or cause of action, or other claim against any of the Releasees, or to initiate or to assist in the prosecution of any claim for damages against the Releasees or any of them, which I may have by reason of injury to my person or property, or my death, arising from my entering into the rodeo events, or performing the activities or any other activity thereon, whether caused by the intentional acts, negligence, or fault, direct or indirect, active or passive, from any of the Releasees, or from any other cause whatsoever. I further agree that my heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf shall not institute any lawsuit, cause of action, or claim or demand for damages against any of the Releasees, nor shall they initiate or assist in the prosecution of any claim for damages against the Releasees which I, my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or my death arising from my entering the rodeo events or engaging in rodeo activities, or any other activities conducted on the rodeo grounds, whether caused by the intentional acts, negligence, gross negligence or other fault, direct or indirect, either active or passive of any of the Releasees, or from any other causes whatsoever. Should any such lawsuit or cause of action or claim be instituted against any of the Releasees, I agree that such Releasees shall be entitled to recover attorneys' fees and costs incurred in the defense of such lawsuit or cause of action. [_____] **Please initial here.**

4. INDEMNITY AGAINST THIRD PARTY OF CLAIMS: I hereby agree to indemnify, save, and hold harmless the Releasees, including attorneys fees and costs, from and against any and all lawsuits, claims, actions, causes of actions, or proceedings of every kind and character, including attorneys' fees and costs, which may be presented or initiated by any other person, firm, entity, or personal organization of which may arise, directly or indirectly, from my entering the rodeo events, or my performance of any activities thereon, whether resulting from the intentional acts, negligence, gross negligence, or other fault, either active or passive, of any of the Releasees, or from any other cause whatsoever, or whether such injury or death is incurred by myself or a third party. [_____] **Please initial here.**
5. VALIDITY OF AGREEMENT: I understand that if I institute, or if anyone on my behalf, or any other third party, institutes any lawsuit, cause of actions, or claims for damages against any of the Releasees, because of injury to my person or property, or my death, as a result of my entering the rodeo events, or to the injury or death or property or loss of any third party, this Agreement can and will be used in a court of competent jurisdiction, and that said Agreement is binding and enforceable against myself and my heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf. [_____] **Please initial here.**
6. NO INSURANCE: I understand that by entering the rodeo events and engaging in activities herein, I am not covered by any accident or general liability insurance policy or any other insurance policy issued to any of the Releasees, and that I am not entitled to make any claims against any insurance which may be maintained on behalf of the Releasees. I also understand that as a Member, I am required to provide my own medical insurance in order to compete in the rodeo events. [_____] **Please initial here.**
7. SEVERABILITY: Should any court of competent jurisdiction deem any provision or cause of this Agreement to be illegal, invalid or unconscionable and unenforceable, such provision or clause shall be fully severable from this Agreement, and in its place, there shall be added to this Agreement a similar provision as near in intent as possible which is not illegal or unconscionable, and this Agreement shall be construed and interpreted as if such illegal, invalid or unconscionable and unenforceable provision of clause had never comprised a part of this Agreement. [_____] **Please initial here.**
8. CONTINUATION OF OBLIGATIONS: I agree that the terms and conditions of this Agreement shall continue in full force and effect, now and in the future, and at all times during which I am participating in rodeo events, or engaged in any activities permitted therein, and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. This Agreement is intended to supercede and replace any such prior agreements between myself and the Releasees. [_____] **Please initial here.**
9. WAIVER OF RIGHTS: I fully understand that by signing this Agreement, I am giving up important legal rights, and it is my intent to do so, and I am doing so freely and without coercion by the Releasees, or under any duress. [_____] **Please initial here.**
10. ENTIRE AGREEMENT: I understand that this Release contains the entire Agreement between the parties hereto, and the terms of this Release and the Agreement not to sue supercedes all prior agreements, addendums, amendments, or understandings which existed between the Releasees and me. Any additions, deletions, or other changes to this Agreement must be made in writing and signed by both parties. [_____] **Please initial here.**
11. FLORIDA LAW / WAIVER OF JURY TRIAL / VENUE HEADINGS: I hereby expressly agree and acknowledge that the laws of the State of Florida, United States of America, shall apply to issues involving the construction, interpretation, and validity of this Agreement, and that Florida Law shall govern any dispute arising from the activities covered by this Agreement. The parties agree that any legal proceedings brought by either party in connection with or arising out of this Agreement, shall be brought in Desoto County, Florida. I acknowledge that the headings used herein are for convenience purposes only and have no significance in the interpretation of this Agreement. I HEREBY WAIVE ANY RIGHT I may have to a trial by jury with respect to any litigation (including, but not limited to, any claims, cross-claims, counter-claims, or third party claims) arising out of, under, or in connection with this Release, between the parties to this Release, or in any way relating to my entry onto the property or engaging in any activities thereon, including rodeo activities, the AYRA, their affiliates, subsidiaries, successors or assigns and irrespective of whether such litigation arises out of this Release, by statutes, or as a matter of tort law, and I expressly consent to a non-jury trial in the event of any of the foregoing. [_____] **Please initial here.**

ACKNOWLEDGED, accepted and agreed to this the _____ day of _____, 2010.

Member Name

Parent or Guardian Signature, Individually
And on behalf of Minor Member

Parent or Guardian Name Printed

The foregoing instrument was acknowledged before me by _____,
who is [__] personally known to me, or [__] who produced _____ as identification,
this the _____ day of _____, 2010.

Notary Public of the State of Florida

Printed Name: _____

My Commission Expires: _____