

**PARENTS OR GUARDIANS AGREEMENT OF WAIVER OF LIABILITY,
INDEMNIFICATION AND MEDICAL RELEASE**

Under South Dakota Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risk of equine activities, pursuant to SDCL 42-11-1.

The undersigned parent and natural guardian or legal guardian does hereby acknowledge that he/she is aware of the dangers involved in participating in 4-H Rodeo; and that rodeos are dangerous and will expose him/her to substantial and serious risk of property damage and/or personal injury or death.

Said undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees on behalf of the participant and his/her executors, administrators, heirs, next of kin, successors, and assigns, to:

- a. waive, release and discharge from any and all liability for participant's death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to participant and his/her estate, the State of South Dakota, and its officers, agents, employees, 4-H volunteers, stock contractors, arena owners and arena officials; and
- b. indemnify and hold harmless the State of South Dakota, and its officers, agents, employees, 4-H volunteers, stock contractors, arena owners and arena officials from and against any and all liabilities and claims made by other individuals or entities as a result of participant's participation or actions during this activity or event.

The undersigned further consents to and authorizes medical treatment to the participant, which may be deemed advisable in the event of injury, accident or illness during this event. The undersigned further understands that he/she is financially responsible for any such medical treatment.

This release and waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I, the undersigned, acknowledge that I have read and understand the above Release.

Name of Minor _____ Date of Birth _____

Signature _____ Date _____

Name of Parent or Guardian _____

Signature _____ Date _____

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn to by _____ (parent or guardian) before me

This _____ day of _____, 20____.

Notary Public

Notary Print Name:

My Commission Expires:

Insurance Information:

Company _____ Policy # _____

_____ 4-H Rodeo Insurance

_____ I use the IHS network

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CENTRAL SD 4-H RODEO
SATURDAY, AUGUST 4TH, 2012 - 9:00 AM CT
SUNDAY, AUGUST 5TH, 2012 - 9:00 AM CT
STANLEY COUNTY FAIRGROUNDS, FT. PIERRE, SD
GENERAL RODEO RULES

The 4-H Rodeo Committee encourages both parents and contestants to fully read and understand the following rules, which apply to all contestants and all events. State 4-H Rodeo rules will be followed unless otherwise specified.

There will be no purse. It is not the desire of the Committee to injure the amateur status of any contestant in school or other sports. Points will be used to determine the All-Around winners.

Detailed 4-H Rodeo Rules and Regulations are available at your County Extension Office. Here are some specific rules.

1. Liability-The CSD 4-H Rodeo Committee, Hughes/Stanley County 4-H Leaders Association, and all stock contractors will assume no liability for contestants, livestock, or spectator injuries, losses or damages. Every known precaution will be taken to promote safety. The rodeo arena will be worked previous to the show. Protective equipment must be worn in rough stock events. Warning: Under SD 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 SDCL 42-11-2.

2. Entries- Only entries from eligible 4-H Rodeo members will be accepted. No entries will be accepted after July 16, 2012. We require that the entry fee accompany each entry. This can be a negotiable check, cash, or money order. In no case will any entry be accepted that is not properly filled out and the parents or guardian's signature signed before a notary, or without adequate fees.

The two-page Stanley County Fairgrounds Waiver and Release Agreement **MUST** be completed, signed, notarized, and accompany entry. **NOTE: The first page needs the name of the town where the form was signed (in the presence of the notary) by the 4-H contestant in the "In witness whereof, Releasor has executed this Release at ___ on the day..."**

No entries will be refunded.

3. All events other than Ambassador Contest will be limited. Entries not accepted will be returned and the contestant notified.

4. Registration - Contestants will check-in and get their contestant number at the Rodeo Office located at the Stanley Co. Fairgrounds Arena at 8am. The Rodeo performance starts promptly at 9am.

5. Ambassador contest will be held on Saturday only. The winner will be crowned on Sunday. Interviews, speeches, and horsemanship patterns will start after the performance on Saturday.
A Senior contestant who has already won a 4-H title in 2012 is ineligible to compete at this rodeo.

6. Contestants placing in the top four each day will qualify for the State Finals.

State Finals Rodeo Entry

State Finals paper work entry deadline is May 1st. Contestants are responsible to read and follow the General Information on Finals Entry Forms and the Ground Rules pertaining to the 4-H Finals Rodeo. All contestants qualifying for the 4-H Finals Rodeo (by finishing in the top 4 places at a Regional/County 4H Rodeo) are automatically entered. If a contestant does not wish to enter the finals or has event/events that they wish to not enter, then they will have to notify the Finals secretary by e-mailing sd4hfinals@hotmail.com by AUGUST 8th. If the contestant does not notify the secretary prior to the finals draw, the contestant is responsible for the entry fees. For further information refer to the SD 4-H Rodeo Finals website www.sd4hrodeo.org

7. Stalls and a limited number of electrical hookups will be available for a fee. Contact Diana Melvin at 223-3172.

**STANLEY COUNTY FAIRGROUNDS
WAIVER AND RELEASE AGREEMENT**

Please read carefully before signing. This is a release of liability and wavier of legal rights.

This Release is executed on _____, 20____, by

_____ of _____,
(Participant's Name) (Address)

here referred to as Releasor.

In consideration of being permitted to participate in horse racing, rodeo, equine activities, and/or other events as the case may be, conducted at the Stanley County Fairgrounds, Releasor, for himself/herself, and his or her spouse, legal representatives, heirs and assigns, as the case may be, hereby releases, waives and discharges Stanley County, Hughes County, the Fort Pierre Chamber of Commerce, and the Verendrye Benevolent Association, its directors, officers, agents, employees, volunteers, members, promoters, sponsors, advertisers, owners and lessees of the premises, and each of them, here referred to as Releasees, from all liability to the Releasor, his or her spouse, legal representatives, heirs and assigns, as the case may be, for any and all loss or damage, and any claims or damages resulting therefrom, on account of injury to Releasor's person or property, even injury resulting in paralysis or death of the Releasor, whether caused by the negligence of Releasees or otherwise while the Releasor is competing, working or for any purpose participating in horse racing, rodeo, equine activities, or any other events, as the case may be.

Releasor agrees to indemnify the Releasees and each of them from any loss, liability, damage or cost which Releasees may incur due to the presence of Releasor in or upon the Stanley County Fairgrounds and its outlying areas and outbuildings, whether caused by the negligence of the Releasees or otherwise.

Releasor hereby assumes full responsibility for the risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise while in or upon the Stanley County Fairgrounds and its outlying areas and outbuildings and while competing, officiating in, working or for any purpose participating in horse racing, rodeo, equine activities, and other events as the case may be. The undersigned further understands that he/she is financially responsible for any such medical treatment. Participant and participants parents and natural guardian or legal guardian do hereby acknowledge that he/she is aware of the dangers involved in participating and attending horse racing, rodeo, equine activities, and other events and understand that such activities expose him/her to substantial risk of property damage, personal injury, death, and other harm.

Releasor expressly acknowledges the existence of SDCL Chapter 42-11 (the equine activity immunity law) and its contents; expressly acknowledges the existence and location of the signs placed at the Stanley County Fairgrounds in contemplation of SDCL 42-11-5; expressly agrees that this release, waiver, and indemnity agreement is intended to be as broadly and inclusively construed as permitted by the laws of the State of South Dakota, and that if any portion thereof is held invalid, it is agreed that the balance of this Release shall, notwithstanding, continue in full legal force and effect.

In witness whereof, Releasor has executed this Release at _____ on the day and
City/State
year first above written. I, the undersigned, acknowledge that I have read and understand the above waiver and release.

**READ CAREFULLY BEFORE SIGNING
THIS IS A LEGAL DOCUMENT.**

Name of Participant: _____

Date of Birth: _____

Signature: _____

Participant's Mailing Address

City

State

Zip

If the participant is under eighteen years of age, the minor's parent, guardian, or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the above minor being permitted to participate in the activities at Stanley County Fairgrounds which include, without limitation, the presence and use of its premises, I agree to the above waiver, and release, and the following indemnification agreement:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby fully and completely joins in, adopts and accepts the foregoing Wavier and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Stanley County, Hughes County, the Fort Pierre Chamber of Commerce, and the Verendrye Benevolent Association, its directors, officers, agents, employees, volunteers, members, promoters, sponsors, advertisers, owners and lessees of the premises, and each of them, from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minors participation in horse racing, rodeo, equine activities, and/or other events as the case may be, conducted at the Stanley County Fairgrounds and his or her use of the property, animals, if any, and facilities of Stanley County, Hughes County, the Fort Pierre Chamber of Commerce, and the Verendrye Benevolent Association, its directors, officers, agents, employees, volunteers, members, promoters, sponsors, advertisers, owners and lessees of the premises, and each of them, here referred to as Releasees. I, for myself and on behalf of said minor, further agree not to sue Stanley County, Hughes County, the Fort Pierre Chamber of Commerce, and the Verendrye Benevolent Association, its directors, officers, agents, employees, volunteers, members, promoters, sponsors, advertisers, owners and lessees of the premises, and each of them, here referred to as Releasees as a result of any injury paralysis or death that said minor suffers in connection with my use and participation in activities at the Stanley County Fairgrounds.

This release, waiver and indemnification shall be construed broadly to provide a release, waiver and indemnification to the maximum extent permissible under South Dakota law.

I, the undersigned, acknowledge that I have read and understand the above waiver, release, and indemnification.

_____ Date

_____ Signature of Parent, Guardian or Custodian of Minor Participant

STATE OF _____)
:ss
COUNTY OF _____)

On this the ____ day of _____, 20____, before me, the undersigned officer, personally appeared

_____ and _____
(Name of Participant) (Name of parent, guardian or custodian of minor participant)

known to me or proven to be the person whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

Notary Public
My commission expires: _____