

**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

