

## RELEASE AND WAIVER OF LIABILITY

IN CONSIDERATION of being permitted to enter upon the equine riding/roping arena provided by the Rozet Ranchettes Improvement and Service District, located with the Rozet Ranchettes Subdivision, Campbell County, Wyoming, each of the undersigned, for himself, his heirs, executors, assigns and next of kin:

1. Acknowledges and agrees that his use of said equine riding/roping arena (hereinafter the "arena") is a sporting activity within the definition of the Wyoming Recreation Safety Act and that use of said arena carries with it an inherent risk of injury or harm to the participant/user of the arena.
2. Acknowledges, agrees and represents that he has or will immediately upon entering upon the riding/roping arena, and will continuously thereafter, inspect the said arena, and he further agrees and warrants that, if at any time, he is in or about the arena and he feels anything to be unsafe, he will immediately advise the officers or directors of the Rozet Ranchettes Improvement and Service District and, if necessary, will leave the arena and/or refuse to use the arena until such unsafe condition has been remedied.
3. Hereby releases, waives, discharges and covenants not to sue the Rozet Ranchettes Improvement and Service District, any subdivision thereof, or any other persons using the arena, from all liability to the undersigned, his heirs, executors, assigns, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned arising out of or related to the undersigned's use of the arena, whether caused by the negligence of the Rozet Ranchettes Improvement and Service District or otherwise.
4. Hereby agrees to indemnify and save and hold harmless the Rozet Ranchettes Improvement and Service District, its officers, directors and assigns, and each of them, from any loss, liability, damage, or cost they may incur arising out of or related to the undersigned's use of the arena whether caused by the negligence of the Rozet Ranchettes Improvement and Service District or otherwise.
5. Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the undersigned's use of the arena whether caused by the negligence of the Rozet Ranchettes Improvement and Service District or otherwise.
6. Hereby acknowledges that use of the riding/roping arena could be very dangerous and could involve the risk of serious injury and/or death and/or property damage and the undersigned assumes all possible risk of his use of the arena.
7. Hereby agrees that this Release and Waiver of Liability extends to all acts of negligence and is intended to be as broad and inclusive as is permitted by the laws of the State of Wyoming. The undersigned further agrees that if any portion of this contract is



deemed to be invalid by any court of competent jurisdiction, the balance of this contract shall, notwithstanding, continue in full legal force and effect

8. If any party is required to enforce the terms of this contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

9. If the user of the riding/roping arena is a minor child under the age of 18 years, the parents or legal guardians of said minor child shall execute this agreement on behalf of the child. In such event, the parties agree that all provisions contained herein shall refer to, and be binding upon, both the minor child and all parents or legal guardians of said child.

10. As used herein, any masculine reference shall include feminine and singular shall include plural.

11. This agreement shall be binding upon the undersigned's heirs, executors, successors and assigns.

I HAVE READ THE FOREGOING RELEASE AND WAIVER OF LIABILITY, I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY WYOMING LAW.

\_\_\_\_\_  
Print Name of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Emergency Contact Name / Telephone Number

\* If executing on behalf of a minor child, please provide the following:

\_\_\_\_\_  
Name of Minor

\_\_\_\_\_  
Date of Birth