

## AGREEMENT AND RELEASE FROM LIABILITY

1. I, \_\_\_\_\_ (“Participant”) acknowledge that I have voluntarily applied to participate in the following activity **2020 California Rodeo Salinas Miss California Rodeo contest** (the “Activity”) at the Salinas Sports Complex located at 1034 N. Main Street, Salinas, California (“Facilities”).

### Assumption of Risk

2. I AM AWARE THAT THE ACTIVITY IS A HAZARDOUS ACTIVITY AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: \_\_\_\_\_

### Release

3. As consideration for being permitted by the California Rodeo Association, a California non-profit corporation (“CRA”) or one of its affiliated organizations to participate in the Activity and use their Facilities, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives, will not make a claim against, sue, or attach the property of the City of Salinas, and its officials, officers, employees, representatives and agents, and CRA, and its officers, directors, employees, committee members, sponsors, representatives and agents (collectively “Releasees”), and all other persons or entities acting on their behalf, for injury or damage resulting from the negligence or other acts, howsoever caused, by any employee, agent, or contractor of CRA or any of its affiliated organizations as a result of my participation in the Activity. I hereby release the Releasees from all actions, claims, or demands that I, my assignees, heirs, distributes, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my participation in Activity. Participant, for itself, and for its successors and assigns, further agrees that all rights under California Civil Code section 1542 and any similar law are hereby expressly waived with respect to the release. Said section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

### Knowing and Voluntary Execution

4. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CRA AND/OR ITS AFFILIATED ORGANIZATIONS AND SIGN IT OF MY OWN FREE WILL. I PROMISE AND AGREE TO INDEMNIFY, DEFEND AND HOLD RELEASEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, CAUSES OF ACTION, OBLIGATIONS, JUDGMENTS OR DAMAGES, INCLUDING REASONABLE ATTORNEYS’ FEES AND ALL COSTS OF LITIGATION RELATED TO OR ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY AND USE OF THE FACILITIES, INCLUDING RELEASEES’ ACTIVE OR PASSIVE NEGLIGENCE, EXCEPT FOR SUCH LOSS OR DAMAGE ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RELEASEES.

Executed at Salinas, California, on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Address and Telephone Number

