

RELEASE AND AGREEMENT NOT TO SUE
Fellowship of Christian Cowboys Rodeo Bible Camp

Parent or legal guardian must sign if participant is a minor under the law of the state of residence and/or a student. The “I” in the following release refers to the camper and his or her family.

1. **Release and agreement not to sue.** In consideration of being allowed to ride and participate in Fellowship of Christian Cowboys Rodeo Bible Camp, I and my heirs, successors, personal representatives and next of kin, hereby **release, waive, discharge** and agree to hold harmless and indemnify all persons involved with the **FCC Gallatin Chapter R.B.C. operations or instructors**, their agents, representatives, the Kountz Arena Inc., or Dale Kountz, (collectively, the “Releasees”) from all liability to me and my personal representatives, heirs, successors, and next of kin from all claims and liability for all loss of damage and any claim of damages therefore on account of any injury to my person including death or damage to my property while I am utilizing the facilities or participating in any events.

2. I hereby represent to the Releasees that I understand that **there are certain risks of serious injury and death** inherent in participating in horseback riding, any related activities and any other rodeo type events. I realize conditions of the arena change from time to time and may become more hazardous, that rodeo animals are dangerous and unpredictable and there is **inherent danger** in any riding and roping event, which I appreciate and voluntarily assume because I choose to participate in such events.

3. I make this choice even though I have observed or participated in events of this kind in the past and know conditions, facilities, rodeo animals, and other riders, and participants pose a danger to me. I recognize and expressly agree to assume the entire risk of any and all accidents or personal injury including serious paralysis or death which I might suffer during my participation in same event.

4. I further **covenant and agree not to sue any of the Releasees** for any injury, damages or death which may occur as a result of my riding or roping, bull/steer riding, clowning and any claim or damages therefrom. I understand that this document maybe treated as complete defense to any legal action I might bring against the Releasees for any injuries or other damages I might suffer, or to the animal I am riding. I understand and agree this release and agreement not to sue extends to any and all claims I may have, especially including but not limited to, claims arising out of participation in said events, claims with respect to the design, manufacture, repair, or maintenance of the facilities, equipment or livestock which I will be using, or with respect to the conditions, qualification, instructions, rules or procedures under which my use of said facilities or equipment are conducted or from any other cause.

5. I further acknowledge, agree and accept, in accordance with Sections 27-1-727 and 27-1-733, Montana Code Annotated that by entering into this release and covenant not to sue and by enrolling in Rodeo Bible Camp, I am providing my consent and desire to participate in Rodeo Bible Camp.

6. **I understand and agree this release and agreement not to sue extends to accident, injury, or death occurring during the time of my involvement in riding, roping, bull/steer riding, clowning or any other activity at the Rodeo Bible Camp.** Any subsequent releases and agreements I might sign in the future shall amplify, but shall in no way limit, the provisions of this document.

7. I further state and certify that I have carefully read the foregoing release, know the contents thereof and sign this release and agreement not to sue as a free and voluntary act. I am not relying on any statements or representations of any party released hereby. **I understand this is a release of all claims.**

DATED THIS ____ day of _____ 2010.

PARTICIPANT _____
(Your signature must be notarized)

(Parent or legal guardian must sign if participant is a minor under the law of the State of residence and/or a student.)

I declare that I am a parent or legal guardian of the above named minor. I have carefully read the foregoing release and agreement not to sue. I know the representations made are true. I agree to be bound by the terms of the release and agreement not to sue both personally and as representative of the interest of the minor.

I/We, the undersigned, certify that I/we am/are the parent(s) or lawful guardian(s) of a minor. I understand that the above named minor will be participating in rodeo events with live rodeo animals. I consent to this child's participation and accept the risk that an injury can occur. I consent in such case to emergency treatment rendered at the discretion of qualified medical personnel. In the event of an injury, I agree to make claim against my health carrier first and **FCC's carrier second. I understand that FCC's insurance has a maximum limitation of \$500,000.00 per injury**, and I agree to hold FCC and the other Releasees harmless for any uninsured medical expenses incurred by my/our child, and I further agree to indemnify the Releasees and their employees, agents and assignees from any loss whether temporary or permanent. I understand that I am releasing all Releasees as identified above from any and all liability for injury to the child named in this release. The consideration for this release is the training for rodeo events without cost. I understand that registration fees go for food, facilities and rodeo livestock. There is no fee for instruction in rodeo events.

