

Seneca County Horse Show Participant Waiver

I, _____ ("Participant"), expressly acknowledge that a Horse Show is an extremely dangerous activity and that participation in and presence at a Horse Show venue or event exposes me to serious and substantial hazards and risks of property damage, physical injury and/or death, and that I have been fully warned with regard to all such risks and hazards. These risks include, but are not limited to INJURY TO THE HEAD, NECK OR SPINE; INJURY TO THE MUSCULAR OR SKELETAL SYSTEMS; INJURY TO INTERNAL ORGANS; SCRATCHES, BRUISES, CONTU-SIONS, STRAINS, SPRAINS, FALLS, FRACTURES; PHYSICAL VIOLENCE; VERBAL ABUSE; LOSS AND/OR DAMAGE TO SIGHT, TEETH OR HEARING; PARALYSIS; CONCUSSIONS AND TRAUMATIC BRAIN INJURY AND ALL OF THEIR SHORT- AND/OR LONG-TERM EFFECTS INCLUDING WITHOUT LIMITATION BRAIN DAMAGE, DEMENTIA, MOOD DISORDER, AND/OR COGNITIVE IMPAIRMENT; SHORT- AND/OR LONG-TERM DISABILITY; LOSS OF INCOME AND/OR CAREER OPPORTUNITIES; SERIOUS INJURY; AND/OR DEATH.

I realize that the risks arise not only from competing but also from being in the arena, behind the chutes, in the livestock holding area, pens and any other area associated with the County Fair Horse Show Events. I am fully aware that my participation in and presence at these Horse Show events are undertaken with my express understanding, appreciation, approval, awareness, and assumption of any and all risks involved, including the risks listed above.

I intend that this assumption of all risks shall be legally binding and shall be a complete bar to any and all Claims (as defined below in "Release and Waiver of All Legal Liability, and Covenant Not to Sue") by me and/or my personal representatives, heirs, next of kin, executors, administrators, assigns, estate and/or any other person or entity acting on my behalf.

I acknowledge that I have read and understood the all associated risks of a Horse Show, including the risks listed above.

RELEASE AND WAIVER OF ALL LEGAL LIABILITY, AND COVENANT NOT TO SUE

In consideration of being able to participate in the Horse Show events or activities, I, _____ ("Participant"), for and on behalf of myself and my spouse, children, parents, next of kin, heirs, representatives, assigns, executors, administrators, estate and/or any other person or entity acting on my behalf, unconditionally and irrevocably agree to forever discharge, waive, release, indemnify, agree to defend and hold harmless (i) the County of Merced (the "County") and its Board of Supervisors (ii) each of the County employees, volunteers, and contractors together with all other parties or entities involved in the sanctioning, approval, production, organization, conduct, sponsoring, advertising and performance of Horse Show events or activities, and (iii) each of the respective predecessors, successors and assigns of each of the foregoing in clause (i) and clause (ii) (collectively, "Releasees"), of and from any and all claims, demands, losses, costs, liabilities, judgments, debts, dues, sums of money, expenses, responsibilities and accounts, in law or equity, contingent or non-contingent, known or unknown, suspected or unsuspected ("Claims"), arising from, relating to or in connection with my participation in or presence at any events or activities.

I will not now or at any time in the future, directly or indirectly, commence, threaten or prosecute any Claim against the County. This release, waiver and covenant not to sue includes without limitation all Claims arising under the tort laws of the State of New York and extends to all damages (including, but not limited to short and/or long-term effects of such injury and death) whenever arising, but it shall not apply to Claims arising solely from the gross negligence or willful misconduct of Releasees.

Third Party Indemnity

I, _____ ("Participant"), hereby agree to indemnify, defend and hold harmless the County against any and all third-party Claims asserted against or incurred by the Participant arising from, relating to or in connection with my participation in or presence at Horse Shows, including costs (including but not limited to attorneys' fees, court costs and defense expenses) of enforcing any right to indemnification hereunder.

The foregoing indemnity shall apply regardless of whether the injury, death or property damage is contributed to by the active or passive negligence of the Participant, but it will not apply to the extent that the injury, death or property damage is (i) caused solely by the negligence of Participant or (ii) is caused or contributed to by the intentional tortious acts or gross negligence of Participant.

For the avoidance of any doubt, I further unconditionally and irrevocably agree not to seek contribution from the County for any and all Claims asserted, threatened or adjudged against me by any third parties.

Participant Signature: _____ Date: _____ Participant Name: _____

Parent Signature: _____ Date: _____ Parent Name: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT/GUARDIAN MUST SIGN THIS FORM