

Legacy
Barrel Race
Series

Youth, Under 18



Nov. 25th Dec 2nd Jan 20th Jan 27th Feb 24th

Name: _____
Address: _____
City/Zip _____
Email: _____
Phone: _____

Number of runs _____ X \$25 = \$ _____

Office Fee _____ X \$2 = \$ 2.00

Time Only runs _____ X \$3 = \$ _____

Total Due \$ _____

You must also complete the attached waiver and return ALL 3 pages with this form each time you race.



**DAVIS COUNTY LEGACY EVENTS CENTER
RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT
(FOR PARTICIPANTS OR PERSONS YOUNGER THAN EIGHTEEN ENGAGED IN
AN EQUINE ACTIVITY OR LIVESTOCK ACTIVITY)**

The undersigned represents and warrants to Davis County ("County") that the undersigned is the Parent/Legal Guardian of _____ (print name) (the "Minor Participant"). The undersigned further represents and warrants to County that the undersigned has the full power, authority, capacity, and right, without limitation, to enter into, execute, deliver, and/or perform this Davis County Legacy Events Center Release, Waiver of Liability, and Indemnity Agreement (this "Agreement") on behalf of the Minor Participant.

In consideration and as a condition of the Minor Participant being permitted to participate and/or engage in an equine activity or a livestock activity at the Davis County Legacy Events Center (the "Center") and/or enter upon, use, and remain upon the premises of the Center, the undersigned acknowledges, confirms, represents, warrants, and agrees as follows:

1. The undersigned, on behalf of the Minor Participant, applies to County to permit the Minor Participant to enter upon, use, and remain upon the premises of the Center for the purpose of engaging or participating in an equine activity and/or a livestock activity at the Center.
2. The undersigned, individually and on behalf of the Minor Participant, acknowledges and agrees that equine activities and livestock activities **ARE INHERENTLY DANGEROUS AND MAY RESULT IN DEATH OR SERIOUS INJURY TO A PARTICIPANT OR PERSON ENGAGED IN AN EQUINE ACTIVITY OR A LIVESTOCK ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THE MINOR PARTICIPANT.** The Inherent Risks associated with equine activities and livestock activities include, but are not limited to, the following: (a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) collisions with other animals or objects; or (d) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.
3. The undersigned represents, warrants, acknowledges, and agrees that: (a) the undersigned, individually and on behalf of the Minor Participant, is fully aware of the inherent risks associated with equine activities and livestock activities at the Center; and (b) the Minor Participant, through his/her engagement or participation in an equine activity or livestock activity at the Center, will be exposed to the inherent risks associated with equine activities and/or livestock activities at the Center.
4. The undersigned represents and warrants, individually and on behalf of the Minor Participant, that the Minor Participant is physically able to participate and/or engage in an equine activity and/or a livestock activity at the Center.
5. The undersigned acknowledges and confirms that the undersigned's decisions to permit Minor Participant to engage or participate in an equine activity and/or a livestock activity at the Center and sign this Agreement are voluntary decisions and acts by the undersigned.
6. The undersigned acknowledges and agrees that **COUNTY IS NOT RESPONSIBLE FOR THE DEATH, DISABILITY, INJURY, OR PROPERTY DAMAGE TO ANY PARTICIPANT IN AN EQUINE ACTIVITY AND/OR A LIVESTOCK ACTIVITY OR PERSON ENGAGED IN AN EQUINE ACTIVITY AND/OR A LIVESTOCK ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THE MINOR PARTICIPANT,** caused by, arising out of, in connection with, or relating to **THE INHERENT RISKS OF EQUINE ACTIVITIES AND/OR LIVESTOCK ACTIVITIES AT THE CENTER.**
7. The undersigned, individually, on behalf of the undersigned's spouse, the Minor Participant, any and all parents, legal guardians, and legal representatives of the Minor Participant, and their heirs, successors, executors, administrators, and personal representatives (collectively, the "Releasers") hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE** County, the Center Advisory Board, the Davis County Fair Committee, and each of their respective insurers, administrators, agents, representatives, directors, officers, employees, volunteers, participants, officials, judges, sponsoring agencies, sponsors, advertisers, local organizing committees, property owners, lessors, operators of the premises, heirs, successors, and assigns (collectively, the "Releasees") of and from any and all claims which the Releasers may have against the Releasees for the death, disability, disfigurement, paralysis, injury, property damage, property theft or any other claims arising from, in connection with, or relating in any way to Minor Participant's engagement or participation in an equine activity and/or a livestock activity at the Center, and/or Minor Participant's presence within or use of the premises of the Center.
8. The undersigned **COVENANTS**, on behalf of Releasers, that **RELEASERS WILL NOT NOW OR AT ANY TIME IN THE FUTURE, DIRECTLY OR INDIRECTLY, COMMENCE OR PROSECUTE ANY ACTION, SUIT, OR OTHER PROCEEDING AGAINST THE RELEASEES** arising from, in connection with, or relating in any way to the causes of action, claims, or otherwise waived and released by Releasers pursuant to section 7 directly above.
9. The undersigned agrees and promises to **INDEMNIFY AND HOLD RELEASEES HARMLESS** of and from any liability, costs, or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law, equity, or otherwise, including, but not limited to, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise, of the Releasers.

10. This Agreement constitutes an exculpatory contract between Releasors and Releasees, which will deny Releasors the right to recover damages from Releasees for death, disability, disfigurement, paralysis, injury, property damage, property theft or otherwise arising from, in connection with, or relating to Minor Participant's entry, use, and/or presence on, upon, or within the premises of the Center, and/or the engagement or participation of the Minor Participant in an equine activity and/or a livestock activity at the Center.
11. Permission granted by this Agreement for the Minor Participant to enter upon, use and remain upon the premises of the Center for the purpose of engaging or participating in an equine activity and/or a livestock activity at the Center is conveyed solely to the Minor Participant and said permission may not be transferred, assigned, or used by any other person or organization other than the Minor Participant. Failure to comply with this restriction may result in, among other things, the revocation of the permission granted under this Agreement.
12. The undersigned acknowledges, understands, and agrees that: (a) **COUNTY IS RELYING UPON THE REPRESENTATIONS, WARRANTIES, ACKNOWLEDGEMENTS, AGREEMENTS, WAIVERS, RELEASES, AND COVENANTS MADE HEREIN BY THE UNDERSIGNED, INDIVIDUALLY AND ON BEHALF OF RELEASORS;** and (b) **COUNTY WOULD NOT ALLOW MINOR PARTICIPANT TO ENGAGE OR PARTICIPATE IN AN EQUINE ACTIVITY AND/OR A LIVESTOCK ACTIVITY AT THE CENTER WITHOUT SUCH REPRESENTATIONS, WARRANTIES, ACKNOWLEDGEMENTS, AGREEMENTS, WAIVERS, RELEASES, AND COVENANTS.**
13. The undersigned acknowledges, understands, and agrees that: (a) **THIS AGREEMENT IS BINDING UPON RELEASERS;** (b) **THIS AGREEMENT HAS BEEN CAREFULLY AND FULLY READ AND ANALYZED BY THE UNDERSIGNED;** and (c) **THE UNDERSIGNED, FULLY UNDERSTANDING ALL OF THE TERMS, PROVISIONS, AND CONDITIONS OF THIS AGREEMENT, HAS VOLUNTARILY EXECUTED AND DELIVERED THIS AGREEMENT TO COUNTY** as of the date set forth below.

Signature of the Minor Participant's Parent/Legal Guardian

Date of Signature

Printed Name of Minor Participant's Parent/Legal Guardian

_____/_____/_____
(day/month/year)
Date of Birth of the Minor Participant

DEFINITIONS APPLICABLE TO THIS AGREEMENT

- A. "Equine" means any member of the equidae family;
- B. "Equine activity" means: (1) equine shows, fairs, competitions, performances, racing, sales, or parades that involve any breeds of equines and any equine disciplines, including dressage, hunter and jumper horse shows, grand prix jumping, multiple-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, hunting, endurance trail riding, and western games; (2) boarding or training equines; (3) teaching persons equestrian skills; (4) riding, inspecting, or evaluating an equine owned by another person regardless of whether the owner receives monetary or other valuable consideration; (5) riding, inspecting, or evaluating an equine by a prospective purchaser; or (6) other equine activities of any type including rides, trips, hunts, or informal or spontaneous activities sponsored by an equine activity sponsor;
- C. "Equine activity sponsor" means an individual, group, governmental entity, club, partnership, or corporation, whether operating for profit or as a nonprofit entity, which sponsors, organizes, or provides facilities for an equine activity, including: (1) pony clubs, hunt clubs, riding clubs, 4-H programs, therapeutic riding programs, and public and private schools and postsecondary educational institutions that sponsor equine activities; and (2) operators, instructors, and promoters of equine facilities, stables, clubhouses, ponyride strings, fairs, and arenas;
- D. "Inherent risk" with regard to equine or livestock activities means those dangers or conditions which are an integral part of equine or livestock activities, which may include: (1) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; (2) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (3) collisions with other animals or objects; or (4) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability;
- E. "Injury" means bodily or other personal injury;
- F. "Livestock" means all domesticated animals used in the production of food, fiber, or livestock activities;
- G. "Livestock activity" means: (1) livestock shows, fairs, competitions, performances, packing events, or parades or rodeos that involve any or all breeds of livestock; (2) using livestock to pull carts or to carry packs or other items; (3) using livestock to pull travois-type carriers during rescue or emergency situations; (4) livestock training or teaching activities or both; (5) taking livestock on public relations trips or visits to schools or nursing homes; (6) boarding livestock; (7) riding, inspecting, or evaluating any livestock belonging to another, whether or not the owner has received some monetary consideration or other thing of value for the use of the livestock or is permitting a prospective purchaser of the livestock to ride, inspect, or evaluate the livestock; (8) using livestock in wool production; (9) rides, trips, or other livestock activities of any type however informal or impromptu that are sponsored by a livestock activity sponsor; and (10) trimming the feet of any livestock;
- H. "Livestock activity sponsor" means an individual, group, governmental entity, club, partnership, or corporation, whether operating for profit or as a nonprofit entity, which sponsors, organizes, or provides facilities for a livestock activity, including: (1) livestock clubs, 4-H programs, therapeutic riding programs, and public and private schools and postsecondary educational institutions that sponsor livestock activities; and (2) operators, instructors, and promoters of livestock facilities, stables, clubhouses, fairs, and arenas;
- I. "Participant" means any person under the age of eighteen (18) years old, whether amateur or professional, who directly engages in an equine activity or livestock activity, regardless of whether a fee has been paid to participate;
- J. "Person engaged in an equine or livestock activity" means a person, under the age of eighteen (18) years old, who rides, trains, leads, drives, or works with an equine or livestock, respectively; and
- K. "Property damage" means damage, destruction, and/or incapacitation to any personal property, real property, or chattel, including, but not limited to, physical, nonphysical, economic, and noneconomic damage(s).