STANLEY COUNTY FAIRGROUNDS

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing. This is a release of liability and wavier of legal rights.

This Release is executed on		, 20, by	
	of		
(Participant's Name)		(Address)	
here referred to as Releasor.			
In consideration of being permit the case may be, conducted at the Stan representatives, heirs and assigns, as to County, the Fort Pierre Chamber of Co- employees, volunteers, members, promo- here referred to as Releasees, from all lass the case may be, for any and all loss Releasor's person or property, even inju- negligence of Releasees or otherwise where racing, rodeo, equine activities, or any of	ley County Fairgrounds, I he case may be, hereby re mmerce, and the Verendr oters, sponsors, advertise iability to the Releasor, h or damage, and any clain ary resulting in paralysis hile the Releasor is compe	Releasor, for himself/herself, and deases, waives and discharges S ye Benevolent Association, its d rs, owners and lessees of the pre is or her spouse, legal represent as or damages resulting therefro or death of the Releasor, whether ting, working or for any purpose	I his or her spouse, legal tanley County, Hughes irectors, officers, agents, mises, and each of them, atives, heirs and assigns, om, on account of injury to er caused by the
Releasor agrees to indemnify the Releasees may incur due to the presence and outbuildings, whether caused by the	e of Releasor in or upon t	he Stanley County Fairgrounds	9
Releasor hereby assumes full renegligence of Releasees or otherwise whoutbuildings and while competing, office activities, and other events as the case responsible for any such medical treatment do hereby acknowledge that he/she is a equine activities, and other events and damage, personal injury, death, and other	nile in or upon the Stanle inting in, working or for a may be. The undersigned nent. Participant and parware of the dangers involunderstand that such act	y County Fairgrounds and its out any purpose participating in hor- d further understands that he/sh rticipants parents and natural g ved in participating and attendi	atlying areas and se racing, rodeo, equine te is financially uardian or legal guardian ng horse racing, rodeo,
Releasor expressing acknowledges the contemplation of SDCL 42-11-5; expression broadly and inclusively construed as perheld invalid, it is agreed that the balance	e existence and location of sly agrees that this release ermitted by the laws of the	of the signs placed at the Stanley se, waiver, and indemnity agree to State of South Dakota, and that	Y County Fairgrounds in ment is intended to be as at if any portion thereof is
In witness whereof, Releasor ha	as executed this Release a		on the day and
year first above written. I, the undersi	gned, acknowledge that I	City/State have read and understand the a	bove waiver and release.
		READ CAREFULLY BEFORE THIS IS A LEGAL DOCUMEN	
Name of Participant:		Date of Birth:	
Signature:			
Participant's Mailing Address	City	State	_ Zip

If the participant is under eighteen years of age, the minor's parent, guardian, or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the above minor being permitted to participate in the activities at Stanley County Fairgrounds which include, without limitation, the presence and use of its premises, I agree to the above waiver, and release, and the following indemnification agreement:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby fully and completely joins in, adopts and accepts the foregoing Wavier and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Stanley County, Hughes County, the Fort Pierre Chamber of Commerce, and the Verendrye Benevolent Association, its directors, officers, agents, employees, volunteers, members, promoters, sponsors, advertisers, owners and lessees of the premises, and each of them, from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minors participation in horse racing, rodeo, equine activities, and/or other events as the case may be, conducted at the Stanley County Fairgrounds and his or her use of the property, animals, if any, and facilities of Stanley County, Hughes County, the Fort Pierre Chamber of Commerce, and the Verendrye Benevolent Association, its directors, officers, agents, employees, volunteers, members, promoters, sponsors, advertisers, owners and lessees of the premises, and each of them, here referred to as Releasees. I, for myself and on behalf of said minor, further agree not to sue Stanley County, Hughes County, the Fort Pierre Chamber of Commerce, and the Verendrye Benevolent Association, its directors, officers, agents, employees, volunteers, members, promoters, sponsors, advertisers, owners and lessees of the premises, and each of them, here referred to as Releasees as a result of any injury paralysis or death that said minor suffers in connection with my use and participation in activities at the Stanley County Fairgrounds.

This release, waiver and indemnification shall be construed broadly to provide a release, waiver and indemnification to the maximum extent permissible under South Dakota law.

Notary Public

My commission expires:

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

I, the undersigned, acknowledge that I have read and understand the above waiver, release, and indemnification.

(SEAL)