

Lewiston Roundup Association

P.O. Box 314 Lewiston ID 83501

2020-2021

Riding Membership Contract & Release Form



Facility is CLOSED from Mid-August through Mid-September.

Throughout this contract the wording "You" and "Yours" refers to the individual or organization whose signature appears at the bottom of this contract. The word "we" refers to the Lewiston Roundup Association.

This agreement applies to "Bodily Injury" and "Property Damage".

As a condition of membership or arena rental we will not be held responsible for "Bodily Injury" caused by an occurrence arising out of the use of our facilities. Bodily injury means: Any injury, sickness or disease sustained by a person(s) or horse(s), including death resulting from any of these.

Nor will we be held liable for property damage or loss to personal property or any other items whether in use or stored at our facility. Personal property means any tangible items.

Membership Rates:

Adults \$ 100.00 per year

OFFICE USE ONLY:

PAID: _____

CARD(S) ISSUED: _____

MEMBERSHIP LIST: _____

Children \$ 75.00 per year (14 years of age and under)

Family \$ 300.00 per year

(2 Adults & 3 children 14 and under)

*****All members must have an issued membership card for identification purposes. Please come in to the Lewiston Roundup office to get you new membership card. If you have any questions please give the office a call - (208) 746-6324.**

Name (please print): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Cell Phone Number: _____

Date of Birth: _____ Age: _____

Signature: _____ Date: _____

Email Address: _____

PARTICIPANT RELEASE AND PROOF OF INSURANCE FORM

1. DATE: _____

2. AGREEMENT: As consideration for being allowed to participate and/or compete in the Lewiston Roundup, the undersigned _____ of _____ agrees to the following:

3. ACKNOWLEDGEMENT OF RISK: The undersigned acknowledges that rodeos are dangerous activities and that the participation in a rodeo, as either a contestant, an employee or volunteer, exposes the participant to a substantial and serious risk of property damage, personal injury or death. The undersigned expressly acknowledges that his/her participation in the rodeo will involve such hazard.

4. RELEASE OF LEWISTON ROUNDUP ASSN AND SPONSORS: The undersigned, being fully aware that participation in the rodeo will expose him/her to a substantial and serious risk of property damage and/or personal injury or death, hereby releases the LEWISTON ROUNDUP ASSN and all sponsors from liability for any and all property damage, personal injuries or other claims arising from the undersigned's participation in the rodeo including those that are known and unknown, foreseen and unforeseen, future or contingent.

5. COVENANT NOT TO SUE: The undersigned covenants that the undersigned shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against the LEWISTON ROUNDUP ASSN or sponsors (or their officers, directors, employees, agents or affiliates) concerning, arising out of, or related to the actions, causes of action, claims and demands hereby waived, released or discharged by the undersigned.

6. ASSURANCES: The undersigned has full power, authority, capacity and right without limitation to execute, deliver and perform this release.

7. LIABILITY AND/OR INJURY INSURANCE: The undersigned participant hereby represents that he/she is covered by proper liability insurance and/or injury insurance by the following company, _____, and the policy number is _____

8. BINDING EFFECT: This release shall be binding upon the undersigned and the undersigned's spouse, legal representatives, heirs, successors and assigns.

This Release and Proof of Insurance Form has been carefully and fully read by the undersigned and the undersigned fully understands its terms and conditions and has voluntarily executed and delivered this document as of the _____ day of _____, 20_____.

** Please sign & date even if you do not have personal Ins.*

Participant

(NOTE: Participants under 18 years of age must have the following signed by their parent or guardian.)

CONSENT OF PARENT OR LEGAL GUARDIAN

I, _____, have read the above release in full, I fully understand its terms and conditions and I hereby voluntarily execute and deliver this consent to _____'s participation in the rodeo. I further agree to be fully bound by the Release's terms and conditions in both my individual capacity and in my capacity as parent or legal guardian for the undersigned.

Parent or Legal Guardian

LEWISTON ROUNDUP ASSOCIATION, INC. COVID-19 WAIVER

WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AND VOLUNTARY CONSENT AGREEMENT

THIS AGREEMENT (hereinafter, "Agreement") MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF my ability to participate, provide services for, conduct, prepare for or participate in any activity leading up or related to, or otherwise attend or be present at the Lewiston Roundup Grounds (hereinafter, the "Facility") (and hereinafter, collectively, the "Activities"). The undersigned, on behalf of himself/herself, his/her personal representative, heirs, and next of kin (hereinafter collectively, the "UNDERSIGNED") hereby:

- EXPRESS ASSUMPTION OF RISK:** UNDERSIGNED hereby acknowledges and understands that the World Health Organization has declared COVID-19 a worldwide pandemic. COVID-19 is extremely contagious and spreads mainly from person-to-person contact. Based on currently available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions may have a higher risk for severe illness from COVID-19. There have been recommended guidelines and preventative measures put in place to reduce the spread of COVID-19; however, it CANNOT GUARANTEE that UNDERSIGNED will not become exposed to or infected with COVID-19, despite reasonable efforts to mitigate such dangers. Furthermore, the Activities could increase UNDERSIGNED's risk of contracting COVID-19. By signing this Agreement, UNDERSIGNED acknowledges the extremely contagious nature of COVID-19 and voluntarily assumes the risk that UNDERSIGNED may be exposed to or infected with COVID-19 from the Activities, and that such exposure or infection may involve the RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH. UNDERSIGNED understands that the risk of becoming exposed to or infected with COVID-19 by UNDERSIGNED's participation in the Activities may result from the actions, omissions, or negligence of others and/or UNDERSIGNED, including, but not limited to, the RELEASEES (as defined below). UNDERSIGNED hereby expressly assumes all such risks and dangers whether presently known or unknown.
- WAIVER AND RELEASE:** UNDERSIGNED hereby RELEASES, WAIVES, AND FOREVER DISCHARGES, the Lewiston Roundup Association, Inc. (hereinafter, the "LRA") (and its parents, affiliates and subsidiaries) or any subdivision thereof, any promoter, participant, rodeo association, rodeo grounds operator, arena owner, officials, sponsors, advertisers (in each case associated in any way with any of the Events), owners and lessees of the premises used to conduct the Event(s), insurers, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the Event(s), and each of their respective parents, subsidiaries, affiliated corporations and entities, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, and all other persons or entities participating or involved in the Events (hereinafter collectively, the "RELEASEES"), from any and all actions, causes of action, claims, suits, debts, dues, sums of money, bonds, bills, balances, losses, costs, expenses, damages, covenants, agreements, commitments, undertakings, promises, liabilities, obligations, lawsuits, judgments, orders and demands whatsoever, in law, at equity or otherwise, of whatever kind or nature, whether known or unknown, suspected or unsuspected, asserted, accrued, unaccrued, actual, contingent, or otherwise, direct or indirect and whether or not concealed or hidden arising out of, on account of or relating to any INJURY TO OR RESULTING IN DEATH (including but not limited to INJURY TO OR RESULTING IN DEATH FROM COVID-19) of the UNDERSIGNED arising out of or related to any of the UNDERSIGNED's Activities (hereinafter, the "RELEASED CLAIMS"). The UNDERSIGNED covenants that the UNDERSIGNED shall not directly or indirectly, bring, commence, institute, maintain, prosecute, aid or fund in any way any action of any kind or otherwise assert against any of the RELEASEES anywhere in the world any Released Claim.
- INDEMNITY AND HOLD HARMLESS:** UNDERSIGNED hereby agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS, to the fullest extent permitted by law, the RELEASEES from losses, liabilities, obligations, claims, damages, settlements, injunctions, suits, actions, proceedings, demands, charges, fines, penalties, costs and expenses of every kind and nature, including reasonable fees, expenses and disbursements of attorneys, accountants and other professionals imposed upon, asserted against or incurred by any RELEASEE in connection with, arising out of or relating to (i) any Released Claim or (ii) the UNDERSIGNED's Activities, in each of (i) and (ii), whether caused by the ordinary negligence of the RELEASEES or otherwise and including and/or arising out of UNDERSIGNED's improper and/or tortious conduct in connection therewith.
- INFORMED CONSENT AND VOLUNTARY PARTICIPATION:** UNDERSIGNED fully acknowledges and understands that COVID-19 is extremely contagious. UNDERSIGNED has taken it upon himself or herself to be fully informed of the numerous risks and potential dangers associated with COVID-19, including SUFFERING SEVERE PERSONAL INJURY OR DEATH. UNDERSIGNED acknowledges that he or she has been informed that his or her PERSONAL SAFETY CANNOT BE GUARANTEED. UNDERSIGNED acknowledges that his or her participation in the Activities are completely voluntary, and he or she believes that the potential benefits of participation and/or services provided outweigh the risk and danger associated with COVID-19. For more information please see the Center For Disease Control's site at <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>.
- UNDERSIGNED acknowledges that it is his or her responsibility to do all of the following: (1) exercise caution and follow any CDC or OSHA issued protocols (including without limitation those guidelines specifically referenced by the LRA to protect the health of the UNDERSIGNED); (2) inform employer of any Activities which the UNDERSIGNED does not feel comfortable performing; (3) cease any activity and promptly report any physical discomfort, illness or complications while participating in any Activity; and (4) clear his or her participation of any Activity with his or her personal physician. UNDERSIGNED also agrees, represents and warrants that he or

she will not participate in any Activity if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19.

6. UNDERSIGNED acknowledges that THIS AGREEMENT IS INTENDED TO BE FULLY SEVERABLE, and that if any portion of this Agreement is held invalid, it is agreed that the balance the Agreement shall continue in full legal force and effect. That shall include modifying the Agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. This Agreement is to be interpreted and enforced under the laws of the Colorado.
7. UNDERSIGNED hereby accepted all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and UNDERSIGNED agrees and acknowledges that NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. UNDERSIGNED HAS COMPLETELY READ BOTH PAGES OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS. UNDERSIGNED SIGNS THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM OR HER AND UNDERSIGNED INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. UNDERSIGNED was given ample opportunity to read the Agreement and/or have it reviewed by legal counsel of his or her choice. UNDERSIGNED has full power, authority, capacity and right without limitation to execute, deliver and perform this release. UNDERSIGNED was also offered a copy of this Agreement.
8. Pursuant to Idaho Code 6-1801-1802 regarding the Equine Activities Immunity Act, this Idaho statute provides that an equine activity sponsor or an equine professional shall not be liable for any injury to or the death of a participant or equine engaged in an equine activity and no participant may maintain an action against an equine activity sponsor or professional. Statutory definitions are provided, including "participant," "equine," and who is considered an "equine sponsor" or "equine professional." Liability is not limited by this statute where the equine professional knowingly provided faulty tack or equipment, failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, owns or otherwise is in lawful possession of the land or facilities upon which the participant sustained injuries because of a known, dangerous latent condition, or if he or she commits an act or omission that constitutes willful or wanton disregard for the safety of the participant or intentionally injures the participant.

NAME (PRINT)

DATE OF BIRTH: _____

SIGNATURE

DATED: _____

CONSENT OF PARENT OR LEGAL GUARDIAN

I have read the above release in full, I fully understand its terms and conditions and I hereby voluntarily execute and deliver this consent to _____'s participation in the Activities. I further agree to be fully bound by the Release's terms and conditions in both my individual capacity and in my capacity as parent or legal guardian for the undersigned.

NAME (PRINT)

DATE OF BIRTH: _____

SIGNATURE

DATED: _____

LEWISTON ROUNDUP ASSOCIATION

RIDING PRIVILEGES (MEMBERSHIPS)

\$100.00 ANNUAL FOR 1 ADULT PAID IN ADVANCE, ISSUED CARD FOR MEMBERSHIP

\$75.00 ANNUAL FOR 1 YOUTH, 14 & UNDER PAID IN ADVANCE, ISSUED CARD FOR MEMBERSHIP.

\$300.00 ANNUAL FOR FAMILY (2 ADULTS/3 YOUTH 14 AND UNDER) PAID IN ADVANCE ISSUED CARDS FOR MEMBERSHIP

INDOOR AND OUTDOOR ARENA, NORTH & SOUTH WARM UP INCLUDED

IF MEMBERS WANT TO USE THE JUMPS, BARRELS, OBSTACLES OR LOUNGE HORSES DURING OPEN RIDING YOU MUST HAVE PERMISSION FROM EVERYONE ELSE USING THE ARENA AT THAT TIME. IF EVERYONE DOES NOT AGREE, THEN THERE IS TO BE NO JUMPS, BARRELS, OBSTACLES OR LOUNGING. REGARDLESS IF YOU WERE IN THE ARENA FIRST OR LAST, EVERYONE MUST AGREE.

ANY ITEMS USED IN THE ARENA MUST BE RETURNED TO ITS DESIGNATED AREA. DO NOT LEAVE ANY ITEMS IN THE WALKWAY BY BLEACHERS. I.E. JUMPS, SHOW EQUIPMENT, BARRELS, POLES.

NO HORSES TIED TO ARENA PANELS OR ROPING BOXES AT ANY TIME. PLEASE TIE TO TIE RACKS OR YOUR TRAILER.

NO CATTLE OR GOATS DURING OPEN ARENA TIME.

ALL MEMBERS AND NON-MEMBERS EXERCISING THE LEWISTON ROUND UP RIDING PRIVILEGES MUST SIGN A RELEASE FORM.

NO PARKING OF HORSE TRAILERS AND/OR LOADING OR UNLOADING OF HORSES ON THE WEST END OF THE INDOOR ARENA.

LEWISTON ROUNDUP RESERVES THE RIGHT TO CANCEL RIDING PRIVILEGES (MEMBERSHIPS) AT ANY TIME THAT THE RULES ARE VIOLATED.

NO DOGS IN OR AROUND ARENA, INDOOR OR OUTDOOR. ANYWHERE ELSE ON FACILITY, THEY MUST BE ON A LEASH OR REMAIN IN VEHICLE

MEMBERSHIP CARDS ARE REQUIRED FOR ACCESS TO THE GROUNDS - TO INCLUDE BUT NOT LIMITED TO - WASH RACKS, MEETING A VET OR FARRIER, AND OUTDOOR RIDING. WE DO OFFER NIGHTLY STALL RENTALS IF YOU WISH TO UTILIZE THAT OPTION.