

PARTICIPANT AGREEMENT AND RELEASE OF LIABILITY

I, _____, do HEREBY ACKNOWLEDGE that I have voluntarily applied myself to participant in **Rodeo Events** sponsored by the **Tehachapi Mountain Rodeo Association** at the **City of Tehachapi Event Center and Rodeo Grounds** on this day of _____, 2023 which will result in riding livestock and/or saddle animals or similar activities and participate in actions which create the risk of being thrown from or jumping from such livestock or saddle animals and will further create the risk of being kicked, stepped on, run over, or otherwise physically contacted by such livestock or saddle animals.

I AM AWARE THAT SUCH RODEO PARTICIPATION IS A DANGEROUS AND HAZARDOUS ACTIVITY, AND THAT I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY OR DEATH AS A RESULT THEREOF.

INITIAL _____

AS LAWFUL CONSIDERATION for being permitted to participate in these activities and use the event center and rodeo ground facilities, I hereby agree that I, on behalf of the minor, and his/her heirs, distributees, guardians, legal representatives and assigns will not make a claim against, sue, attaché the property of, or prosecute the CITY OF TEHACHAPI or the TEHACHAPI MOUNTAIN RODEO ASSOCIATION or the TEHACHAPI EVENT CENTER OVERSIGHT COMMITTEE (the "Oversight Committee") or any of their officers, council members, commissioners, employees, agents, or members as a result of his/her participation in the rodeo activities. In addition, I hereby release and discharge the CITY OF TEHACHAPI and the TEHACHAPI MOUNTAIN RODEO ASSOCIATION and the OVERSIGHT COMMITTEE and its officers, council members, commissioners, employees, agents, and members from all actions, claims or demands that I, distributees, guardians, legal representatives, or assigns now have or may hereafter have, for injury (including death) or damage resulting from his/her participation in said rodeo activities.

It is understood and agreed that this Release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, and all rights under Section 1542 of the Civil Code of the State of California are hereby expressly waived. Said section reads as follows:

"1542 A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF, AND THE CITY OF TEHACHAPI AND I SIGN IT OF MY OWN FREE WILL.

DATE

SIGNATURE