

Today's Horse West Fest Ranch Horse Competition

Release & Waiver of Liability

(Sunday's Event - One Per Rider)

Entries due by June 10, 2009 - Waiver must accompany entry forms.

Location: Besler's Cadillac Ranch, St. Onge, SD

Contact: Deb Black, 605-716-5000

Send Entries To: Today's Horse West Fest

c/o Today's Horse Magazine, PO Box 539, Rapid City, SD 57709 or fax to 605-716-7669

Release and Waiver of Liability and Indemnity Agreement

In Consideration of being permitted to enter for any purpose any Restricted Area (herein defined as including, but not limited to, the arena, chutes, staging areas, approaches thereto and all walkways, concessions, and other area appurtenant to any area where any activity related to the event shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event. Each of the undersigned, for him/herself, his/her personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any of such restricted areas, and will continuously thereafter inspect such restricted areas and all portions thereof which he/she enters and with which he/she comes in contact, and he/she does further warrant that his/her entry upon such restricted area and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about restricted areas and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the restricted areas.

1. Hereby releases, waives, discharges and covenants not to sue Huether Publishing dba Today's Horse, Besler's Cadillac Ranch, participants, association, sanctioning organization or any subdivision thereof, arena operator, arena owner, officials or any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event, and each of them, their officers and employees, all for the purpose therein referred to as "releasees" from all liability to the undersigned, his/her personal representatives assigns, heirs, and next of kin for any and all loss or damages, and any claim demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing, working for, or for any purpose participating in the event.

2. Hereby agrees to indemnify and save and hold harmless the releasees and each of them from any loss, liability damage, or cost they may incur due to the presences of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.

3. Hereby assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of releasees or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose.

Each of the undersigned expressly acknowledges and agrees that the activities of the events are dangerous and involve the risk of serious injury and/or death and/or property damage. Each of the undersigned further expressly agrees that the foregoing release waiver and indemnity agreement be as broad and inclusive as is permitted by the law of the state in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding continue to full legal force and effect.

Please Print Clearly

Contestant Name: _____

Contestant Signature: _____ Date: _____

If contestant is a minor, parent or legal guardian needs to fill out the form below:

Please Print Clearly

Name of parent or guardian: _____

Contestant Name: _____

Signature of parent or guardian: _____ Date: _____

The South Dakota State Veterinarian can request spot checks, anywhere, anytime. Health papers are required, even when transporting horses in-state. Coggins and brand papers are required on any horse coming from out-of-state.