

2023 (for 2024) MISS RODEO KENTUCKY PAGEANT

HORSEMANSHIP FULL AND UNCONDITIONAL RELEASE

1. **"Released Parties" Defined:** The "Released Parties", as used in 2023 (for 2024) Miss Rodeo Kentucky Pageant with ("Event") Full and Unconditional Release (this "Release"), are, Miss Rodeo Kentucky, Inc., any sponsor of the Event, and each of their respective past, present or future attorneys, representatives, partners, directors, officers, members, volunteers, managers, stockholders, trustees, beneficiaries, agents, employees, contractors, affiliates predecessors, successors and assigns and all other persons or entities who may ever claim by, through or under such party, and each of them (individually and collectively, the "Released Parties").

2. **Express Acknowledgement, Acceptance and Assumption of Risk:** The undersigned participant is fully aware, completely understands, and accepts that participation in the Event, whether as a contestant, employee, volunteer, or spectator, is dangerous and that the events and activities associated with, relating to, arising out of and concerning this participation present substantial, serious and real risks of personal injury or death to the undersigned participant and the loss of, damage to or destruction of the undersigned participant's personal property. In consideration for permitting the participation in the Event, the undersigned participant, by his/her signature below, fully and completely accepts and assumes these substantial, serious and real risks, whether or not apparent, known, unknown, foreseen, unforeseen, present or contingent, and whether or not caused by the negligence of any of the Released Parties, or the negligence of any expert, contestant, volunteer or spectator, including, but not limited to, any negligence associated with the design or designing, staging, supervising, maintaining or in any way presenting, conducting or sponsoring Event.

3. **Full and Unconditional Waiver, Release and Indemnification:** Regarding Paragraphs 1 and 2 above, which are incorporated into this Paragraph 3, the undersigned participant expressly and completely forever releases, waives, relinquishes, relieves, discharges, holds harmless and otherwise agrees not to sue any of the Released Parties from any and all rights, claims, suits, actions, causes of action, proceedings, judgments, charges, complaints, damages, debts, fees, liabilities, losses, demands, obligations, commitments, promises, acts, agreements, costs and expenses (including, without limitation, attorneys' fees), of whatever kind or nature, known or unknown, contingent or liquidated, past, present, or future, whether in law or in equity, including, without limitation, those based on, arising out of, or in connection with the undersigned participant's participation in the Event, including, without limitation, his or her acts or omissions during the Event, or that could be raised in connection therewith, whether asserted, unasserted, absolute, contingent, known or unknown (collectively, "Claims"). In consideration for permitting the undersigned participant's participation in the Event, the undersigned participant also completely waives, releases, discharges and otherwise holds harmless any and all Released Parties from any and all Claims, which he/she could assert associated with, relating to, concerning or arising out of the substantial, serious, and real risks acknowledged, understood, assumed and

expressly accepted in this Release. The undersigned participant hereby agrees to indemnify, defend and hold harmless the Released Parties with respect to any Claims brought against, by or on behalf of all or any of the Released Parties in connection with any matter that the undersigned participant released the Released Parties from pursuant to this Release. Without limiting the foregoing, the undersigned participant accepts total responsibility for, and agrees to pay, any and all medical expenses (including, without limitation, transportation to and from any medical facility) that he or she may incur as a result of participating in the Event.

4. Assurances and Representations: The undersigned participant has read this Release and has had an adequate and sufficient opportunity to consider it and have it explained to him or her. The undersigned participant fully understands and agrees that this Release is to be interpreted and applied in the broadest and most comprehensive manner in favor of the Released Parties. The undersigned participant has full power, authority, capacity and right without limitation to sign, deliver and perform this Release. The undersigned participant further understands, acknowledges and agrees that he/she is knowingly and voluntarily signing this Release with full knowledge and understanding of its contents and meaning and with intent to be bound thereby. The undersigned participant certifies that he or she is over the age of eighteen and that he or she is not under the influence of any intoxicants, narcotics, medications, drugs or other substances which would impair his or her ability to participate safely in the Event. The undersigned participant further certifies that he or she is in good health, physically fit and able to safely participate in the Event.

5. Binding Effect: This Release shall be and is binding upon the undersigned participant and his/her spouse, legal representatives, heirs, successors and assigns. The undersigned participant agrees that this Release is governed by the laws of the State of Kentucky. The undersigned participant consents and submits to the exclusive jurisdiction of the state and Federal courts located in Fayette County, Kentucky with respect to any claim or litigation arising hereunder or any alleged breach of the provisions contained herein, and acknowledge that proper venue in any matter so claimed or litigated shall be in the state and Federal courts located in Fayette County, Kentucky.

6. Severability: The invalidity of any provision of this Release or portion of such a provision shall not affect the validity of any other provision of this Release or the remaining portion of the applicable provision unless such invalidity shall frustrate the intent of the parties hereto provided for herein.

Dated this ____ day of _____, 20__.

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I HAVE READ AND VOLUNTARILY SIGNED THIS RELEASE. I ACCEPT, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY ITS TERMS.

Participant - Print Name

Participant - Sign Name

Address of Participant

Parent/Guardian, if participant under 18 – Print Name

Parent/Guardian, if participant under 18 – Sign Name