



FLYING S MINI BUCKING BULLS, LLC



GENERAL & MINOR RELEASE & WAIVER OF LIABILITY & INDEMNITY AGREEMENT

PARTICIPANT INFORMATION

Name: _____ Birth date: ____ / ____ / ____

Height: _____ Weight: _____ Telephone #: _____

ID / Drivers License #: _____ or Social Security #: _____

Complete Address: _____

PARENT/GUARDIAN INFORMATION

Name: _____ Relationship: _____

Social Security #: _____ Drivers License # and State: _____

Telephone #: _____ Social Security #: _____

EMERGENCY CONTACT INFORMATION (if Different from Parent/Guardian)

Name: _____ Relationship: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Complete Address: _____

READ CAREFULLY – THIS IS A LEGAL DOCUMENT

We the undersigned hereby request that the above named minor be granted permission to (1) enter the restricted area, (2) participate as a contestant, assist officials or otherwise in events and activities, (3) compete for money, prizes, or reward, and/or (4) to participate in other general activities and events. In exchange for being permitted to compete, observe, officiate, work or otherwise participate or any involvement in any manner to any event or activity sanctioned by, promoted by, or affiliated with FLYING S MINI BUCKING BULLS, LLC, an Idaho company, whose business address is 4533 S 15th E, Idaho Falls, ID 83404 (here in after referred to as either "FLYING S" or Releasees), we the undersigned on for and on behalf of the minor agree, that we, for ourselves and the minor, spouse, children, parents, heirs, representatives, agents, next of kin, successors and assigns agree as follows:

1. That I/we acknowledge that Rodeo activities including but not limited to participation in rodeo events such as mini-bull riding, bull riding, as well as training or practices activities such as use of the bucking barrel or other automated or human controlled practice and training devices, are extremely dangerous activities, that participation in and presence at any FLYING S venue or event exposes the minor to **SERIOUS AND SUBSTANTIAL HAZARDS AND RISKS OF PROPERTY DAMAGE, PHYSICAL INJURY AND/OR DEATH**, and that I/we have been fully warned with regard to all such risks and hazards. I/we realize that the risks are not restricted to only competing or participating in the activities but also to being in the arena, behind the chutes, in the livestock holding area, pens, in practice areas, and any other area associated with Rodeo activities. I/we have been fully warned and/or are otherwise fully aware of such hazards and

risks. Nevertheless I/we, for and on behalf of the minor, forever and unconditionally agree to assume all of the hazards and risks present at any FLYING S activities or events, even if they are caused, in whole or in part, by the negligence of any of the Releasees and do hereby unconditionally and forever discharge, waive, hold harmless, release, and covenant not to sue FLYING S and its owners, employees, affiliates, directors, officers, members, agents, representatives, judges, bullfighters, volunteers, and contractors together with all other parties or entities involved in the approval, production, organization, conduct, and performance of events and activities for any matter relating to my participation and presence in any events or activities or relating to this waiver and release, from any and all claims, demands, losses, costs, liabilities, and responsibilities arising from or in any way relating to my participation in or presence at FLYING S events or venues, including any claims, demands, losses, costs, liabilities or other responsibilities that are known or unknown, seen or unforeseen, future or contingent, and whether or not such claims, demands, losses, costs, liabilities, or other responsibilities are occasioned, in whole or in part, by the negligence of the Releasees, or otherwise. That this release covers any injury to the minor's property and any injury to the minor's person, including the minor's death.

2. This agreement covers all associated properties, events, and venues where FLYING S performs or operates.
3. I/we understand that the minors is being granted entry to areas not granted to general public including but not limited to the arena, warm-up arenas and areas, holding pens, bucking and roping chutes, shop area, feeding pens and surrounding pasture areas, and practice areas, immediately upon entering any of such areas, and continuously thereafter, I/we and/or the minor will inspect all portions any Area to which the minor has access. I/we agree that the minor's entry into any Area means that I/we or the minor have inspected such Area and accept the same as being safe and reasonably suited for the purposes of the minor's use. I/we agree that if at any time I/we or the minor feel something is unsafe or unsuitable in any Area, I/ we or the minor will immediately leave the Area and advise a FLYING S official of the specific items believed to be unsafe or unsuitable.
4. That I/we grant FLYING S, its affiliates, promoters, stock contractors, photographers, videographers, and or any other party authorized by FLYING S, including but not limited to, licensees, purchasers, agencies, periodicals, and television/cable networks, the irrevocable right to use, now and anytime in the future, any of the following that arise in connection with the minors participation in any FLYING S event:
 - a. The minor's name, biography, signature, voice, images, likeness, photograph, trade dress, and other public rights; and
 - b. video footage showing the minor, in any medium and for any purpose, including, but not limited to, advertisements, press releases, alterations, transmissions, adaptations, promotions, displays and/or reports.

I/we understand that FLYING S events may be filmed, reproduced, transmitted, recorded, distributed, altered and/or broadcast on television networks, and I/we agree that the minor's name, voice, image, likeness, picture and/or other personal characteristics may appear or be displayed on television now and at anytime in the future. I/we grant to FLYING S, and its affiliates, and agree that FLYING S, and its affiliates, own, now and forever, all intellectual property rights, including but not limited to, copyrights, in and to all such broadcasts, films, recordings and/or videos. Without any additional compensation due from the FLYING S or any other party, I/we also grant to FLYING S the rights, including the right to allow others, at FLYING S's sole discretion, to, both now and any time in the future, use, publish, reproduce, display, copy, alter, distribute, transmit, license and/or otherwise use the minor's name, biography, voice, image, likeness, photograph and/or trade dress in any broadcast, film, recording and/or tape used in the promotion and/or advertisement by FLYING S, even if the minor does not take part in any particular event for which the promotion/advertisement is being done; and/or any FLYING S produced, licensed or sanctioned product, website, program, and/or other promotional materials.

5. That I/we agree that the terms and conditions of this agreement and any other agreement I/we have with FLYING S are strictly confidential, and I/we will not disclose any terms to any third party except to any attorney or other advisors necessary to negotiate the terms and conditions of this agreement or perform my obligations under this agreement, provided that such person agrees in writing to be bound by these confidential requirements; or as required by judicial or governmental order, with adequate advance written notice to FLYING S.

6. I/we will not now or at any time in the future, directly or indirectly, commence, threaten or prosecute any claim, action, suit or other proceeding against the Releasees, or any of them, arising out of or related to the claims, demands, liabilities and other responsibilities I/we and the minor are by this Agreement assuming, discharging, waiving and releasing.
7. Further, in consideration of the minor being granted access and being able to participate in or be present at the events and activities approved, related or affiliated with FLYING S, I/we hereby indemnify and shall continue to indemnify and agree to hold harmless FLYING S, and all its owners, associates, members, partners, officers, directors, employees, agents, officials, contractors, bullfighters, and all other parties associated with FLYING S events and activities, from any and all claims, liabilities, actions and costs, asserted, made or threatened by any person including without limitation, any employer, spouse, parent, child, or next of kin against FLYING S, and all its owners, associates, members, partners, officers, directors, employees, agents, officials, contractors, bullfighters, and all other parties associated with FLYING S events and activities, in respect to all injuries and damage including without limitation any and all property damage, personal injury or death occasioned by me by virtue of or arising out of my participation or presence in FLYING S events and activities.
8. All claims, disputes and controversies arising out of, or relating in any way to the minors dealings with FLYING S and/or any dispute arising under this agreement, including any claims brought by any others associated with me, such as an agent, if any, **will be resolved by binding Arbitration in Bonneville County, Idaho** and administered by the American Arbitration Association (AAA). Arbitration may be initiated by any party by sending a written notice of its intention to arbitrate (“Notice”) to the other party and to the AAA. The notice shall contain a detailed description of the claim, dispute or controversy and the remedy requested. The arbitration will be conducted before a single independent and impartial arbitrator selected in accordance with the applicable AAA rules. The arbitrator will deliver the decision or award in writing with a summary of the reasons for the decision or award, and the decision or award shall be final and binding on all parties as to their claim or motion for summary deposition of the claim. Judgment on the decision or award may be entered by any court having jurisdiction. Fees and costs of the arbitration will be paid as directed by the arbitrator, or equally divided between the parties if no fee is set and payment obligation determined by the Arbitrator. This agreement is an election to resolve claims, disputes, and controversies by arbitration rather than the judicial process. **IT IS MY/OUR UNDERSTANDING THAT THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN COURT.** The parties understand that the rules applicable to arbitrations and the rights of the parties in arbitrations differ from the rules and rights applicable in court.
9. I/we agree that this agreement will be construed and enforced according to the laws of the State of Idaho, without regard to any conflict of Law provision.
10. I/we agree this agreement is reasonable, and intended to be as permitted by law. If any portion of this agreement is held to be invalid, I/we agree that all other provisions will continue in full legal force and effect.
11. That I/we are signing this agreement after reading it in its entirety, that I/we understand that it is a legal document, and that I/we have had sufficient time to review the agreement carefully and to seek the advice of my own attorney, if I/we so desire.
12. This agreement may only be modified in writing signed by myself/ourselves and FLYING S.

COVID 19 RELEASE AND WAIVER OF LIABILITY

1. I agree that I am personally responsible for my safety and actions, and my child's safety and actions, while using the Flying S arena and attending Flying S events. I agree that I and my child will comply with all Flying S policies and rules, including but not limited to all Flying S policies, guidelines, signage, and instructions. Because the Flying S is open for use by other individuals, I recognize that I and my child are at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and for my child, and on behalf of my and my child's family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Club at Flying S, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the TCHC, or otherwise, while participating in any activity while in, on, or around Flying S and/or while using any Flying S facilities, tools, equipment, or materials.

2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Flying S facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

3. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the Flying S facilities to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Waiver of Liability shall be governed by and construed in accordance with Idaho law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole. The COVID 19 waiver and release remains in effect until the State of Idaho limits all COVID-19 related mandates.

I/WE, FOR AND ON BEHALF OF THE MINOR, THE UNDERSIGNED, HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I/WE HAVE READ THIS DOCUMENT; I/WE UNDERSTAND IT IS A RELEASE OF ALL CLAIMS.

I/WE AGREE THAT WHEN PARTICIPATING IN THE ACTIVITIES THAT THE MINOR WILL WEAR ANY AND ALL NECESSARY PROTECTIVE EQUIPMENT ASSOCIATED WITH THE ACTIVITIES.

I/WE APPRECIATE AND ASSUME ALL RISKS INHERENT IN THE ACTIVITIES AND EVENTS CONDUCTED BY FLYING S.

I/WE UNDERSTAND AND APPRECIATE THAT THIS IS A LEGAL DOCUMENT AND HAVE BEEN ADVISED TO SEEK LEGAL COUNSEL AND ADVICE PERTAINING TO THE MATTERS RELEASED AND WAIVED HEREIN.

Dated this _____ day of _____ 20____

Parent/Guardian Signature: _____ Printed Name: _____

Parent/Guardian Signature: _____ Printed Name: _____

Signature of Participant (Minor): _____ Printed Name: _____

State of _____ County of _____) ss.

On this day _____ of _____ 20____, before me, personally appeared _____, to me known to be the person or proven to be the person who executed the foregoing Release and acknowledged that they signed the same as the free act and deed. Acknowledged and proved by _____, a legal instrument, to be the parent or guardian of the above named minor.

Comm Ex _____
Notary of Public

State of _____ County of _____) ss.

On this day _____ of _____ 20____, before me, personally appeared _____, to me known to be the person or proven to be the person who executed the foregoing Release and acknowledged that they signed the same as the free act and deed. Acknowledged and proved by _____, a legal instrument, to be the parent or guardian of the above named minor.

Comm Ex _____
Notary of Public