

MUTTON BUSTING

Child's Name: \_\_\_\_\_ (Please Print) Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

**WARNING**

Under Montana Law, an equine activity sponsor or an equine professional is not liable for an injury to or the death of a participant, engaged in an equine activities resulting from the inherent risks of equine activity, pursuant to Section 27-1-727 Montana Code Annotated.

In consideration for being allowed to participate and/or compete in Mutton Busting, amateur events or other rodeo-related activities (hereafter referred to as MB), the undersigned hereby agrees to the following:

1. **ACKNOWLEDGMENT AND ASSUMPTION OF RISK:** The undersigned acknowledges that the MB is a dangerous activity and that participation, as either a contestant, employee or volunteer, exposes the participant to a substantial and serious risk of personal injury, property damage or death. The undersigned expressly acknowledges that his/her participation in MB will involve such hazards and that he/she voluntarily and knowingly chooses to assume any and all such risks.

2. **RELEASE:** The undersigned, as a MB participant, will be exposed to substantial risks as stated above, and hereby releases Freestone Productions, LLC, all sponsors of MB, and their associates and locations, as well as each of their respective officers, directors, employees, stock contractors, agents, affiliates or representatives (hereinafter collectively referred to as "Releases") from any and all liability for personal injuries, property damage, death, or other claims arising in conjunction with participation in the MB. This release specifically includes any liability of the Releases for their own negligence.

3. **INDEMNIFICATION:** The undersigned expressly agrees that he/she shall not now or at any time in the future, either directly or indirectly, commence or prosecute any action, lawsuit or other proceeding against any of the Releases concerning, arising out of, or in any way related to the actions, causes of action, claims and demands hereby waived, released, or discharged by the undersigned. The undersigned agrees to indemnify and hold harmless the Releases from any and all liability, expense, loss or damage that arises wholly or in part out of the undersigned's participation in the MB. In the event any action is brought to enforce the terms and conditions of this agreement, the prevailing party, in addition to any other recovery allowed, shall be entitled to recover from the other party all reasonable attorneys' fees, paraprofessionals' fees, and costs incurred by reason of such action.

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

5. **BINDING EFFECTS:** The release shall be binding upon the undersigned and the undersigned's spouse, heirs, successors, legal representatives, agents, liability insurers, assignees, or transferees and shall be interpreted in accordance with Montana law.

6. **ADDITIONAL TERMS:** All use of the promoter's name, photographs, video footage and other likenesses must have approval by Freestone Productions, LLC prior to use. The undersigned hereby grants Freestone Productions, LLC, its successors and assigns, the absolute right and unrestricted permission to copyright, use, and/or publish photographic, electronic, and video pictures of the undersigned for any and all purposes.

The undersigned has carefully read this agreement, fully understands the terms and conditions of this Release, and voluntarily executes and delivers this release as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**Signature of Participant:** \_\_\_\_\_ **Age** \_\_\_\_\_

NOTE: Participants under 18 years of age must have the following signed by their Parent or Guardian. Consent of Parent or Guardian: I, \_\_\_\_\_, am the parent or guardian of the above minor. I have read the above release in full. I fully understand its terms and conditions and I hereby voluntarily execute and deliver my consent to allow \_\_\_\_\_ to participate in the MB pursuant to the terms of this Release. I further agree to be fully bound by this document's terms and conditions.

**Signature of Parent or Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_