

NEW MEXICO HIGH SCHOOL RODEO ASSOCIATION -- COVID-19 RELEASE

Please Print Clearly and FILL IN ALL BLANKS

Members Name: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Telephone Number: _____ **DOB:** _____ **Month:** _____ **Day:** _____ **Year:** _____

COVID-19 RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of the above-named member ("Member") being allowed to participate and compete in the 2021-2022 New Mexico High School Rodeo Association season, we, the Member, and the undersigned parent(s) or legal guardian of the Member, on behalf of the Member, and for ourselves, our personal representatives, heirs, spouse, parents, siblings, and children, do hereby:

1. RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the New Mexico High School Rodeo Association, any other rodeo association, any rodeo committee, any stock contractor, any rodeo or event sponsors and the venues/locations, and each of them and their officers, directors, trustees, managers, agents and employees (all of whom are collectively referred to herein as "Releasees") from any and all liability to the Member, the undersigned, and their personal representatives, assigns, heirs, parents, legal guardians, siblings, and children, and any claims or demands therefore, on account of the Member's or the undersigned's injury, illness, disease or death from the COVID-19 coronavirus, which occurs as a result of the Member's or any of the undersigned's entrance onto the grounds of the scheduled venues/locations and/or participation as a contestant, assistant, official or otherwise in any rodeo event, whether such injury, sickness, disease or death is caused by the negligence or other wrongful conduct of, strict liability or otherwise by, one or more of the Releasees or any contestants, spectators or other individuals at the scheduled venues/locations.
2. AGREE TO INDEMNIFY AND SAAVE AND HOLD HARMELESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Member's or any of the undersigned's entry onto the grounds of the venues/locations and/or participation in any rodeo events, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory.
3. UNDERSTAND that the Member's and the undersigned's entry onto the ground of the scheduled venues/locations and/or participation in rodeo events during the COVID-19 pandemic contains DANGER AND RISK OF ILLNESS, DISEASE, INJURY OR DEATH TO MEMBER and the undersigned, that COVID-19 is highly contagious, and that there is INHERENT DANGER in COVID-19 which the Member and each of the undersigned appreciate and voluntarily assume because we choose to do so. WE EACH VOLUNTARILY ELECT TO ASSUME AND ACCEPT ALL RISKS inherent in COVID-19.
4. We each agree to comply with all federal, state and local laws and regulations and all security policies and procedures of the scheduled venues/locations and the NMHSRA relating to COVID-19. We each understand that the Member may be denied entrance to the venue/location and not allowed to participate or continue to participate in the rodeo based on medical check-in requirements and continuing medical requirements during the duration of the rodeo. The undersigned agree that in the event any portion of the document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Member agree that by signing below they are in addition to binding themselves, binding the Member to the maximum extent permitted by applicable law.

WE HAVE READ THIS RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE, AND INTENT THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW.

Signature of Natural Father: _____

Printed Name of Natural Father: _____

Signature of Natural Mother: _____

Printed Name of Natural Mother: _____

Signature of Legal Guardian: _____

Printed Name of Legal Guardian: _____

Signature of Member: _____

Printed Name of Member: _____

On this _____ day of _____, 2021, before me, personally appeared (list all names notarized) _____

to be known to be the persons who executed the foregoing Release and acknowledged that they signed same as their free act and deed.

My Commission Expires: _____

Notary Public: _____

*Both parents or legal guardian and member must sign this form in the appropriate places above. If only one parent is signing, please not reason on signature line. All signatures must be witnessed by a notary and listed as personally appearing in the appropriate place on the form.