

Prescott Frontier Days®, Inc. Parade Participant Waiver 2023

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (READ CAREFULLY BEFORE SIGNING)

IN CONSIDERATION of being permitted to participate in any way in the Prescott Frontier Days ®, Inc Rodeo Parade or, officiate, observe, work for, use the arena, use the grounds, use the facilities, or participate in any way in any PRESCOTT FRONTIER DAYS ®, INC. (PFD®, Inc.) rodeo, rodeo parade, events or activities (EVENTS), I, for myself, my personal representatives, heirs and next of kin:

1. Hereby RELEASE, WAIVE, and DISCHARGE PFD®, Inc., the promoters, participants, sanctioning organizations or any affiliate, subsidiary or subdivision thereof, sponsors, advertisers, owners and lessees of premises used to conduct the EVENTS, premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or less control activities regarding the premises or EVENTS and for each of them, their directors, officers, agents, members, and employees, all for the purposes herein referred to as "RELEASEES," FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENTS, INCLUDING CLAIMS FOR WORKMANS COMPENSATION BENEFITS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. In addition, I COVENANT NOT TO SUE any of the RELEASEES based upon any claim arising out of any of the EVENTS.

2. Hereby acknowledge that I am not an employee of PFD®, Inc., nor am I entitled in any way to workman's compensation benefits, and I ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENTS whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

3. Hereby AGREE 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 claims brought against the RELEASEES arising out of my injury, or death, or damage to my property while I am in the RESTRICTED AREAS and/or while competing, practicing, officiating, observing or working for or for any purpose participating in the EVENTS and whether caused by the negligence of the RELEASEES or otherwise.

4. Hereby acknowledge that RODEO EVENTS AND THE RODEO PARADE ARE POTENTIALLY VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that INJURIES MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

5. Hereby agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State of Arizona and that if any portion thereof is held invalid, it is agreed that the balance shall, not withstanding, continue in full legal force and effect.

6. **COVID-19:** With full knowledge of the risks involved of being exposed to and becoming infected with COVID-19 at the Rodeo Parade held in Prescott AZ, the Undersigned hereby releases, waives, and forever discharges the Organization and the City of Prescott, their respective boards and council, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any LOSS, DAMAGE, INJURY, INCLUDING PARALYSIS OR DEATH, that may be sustained by the Undersigned related to COVID-19 while participating in the Rodeo Parade held in Prescott AZ.

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

PRESCOTT FRONTIER DAYS®, INC.

World's Oldest Rodeo® Parade July 1, 2023

Name of Entry: _____

Signature _____ Printed Name _____ Date _____

Address _____ City _____ State _____ Zip _____ Phone _____ Area working in _____

MINOR RELEASE

1. I hereby give my permission and consent for my above named son/daughter/ward (the Minor) to attend and to participate (including compete) in all events or activities conducted, sanctioned and/or administered by PFD®, Inc.

2. I hereby, on behalf of myself and my above named Minor, ASSUME FULL RESPONSIBILITY for any risk of loss sustained by us arising out of or related to the events or activities whether caused by the negligence of the RELEASEES or otherwise.

Signature: Parent or Guardian _____ Printed Name _____ Date _____

Responsible Contact for Day of Event _____ Phone _____