



## Waiver of Liability, Assumption of Risk, and Indemnity Agreement

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**Participant's Name:** \_\_\_\_\_

**Waiver:** In consideration of being permitted to participate in any way in American Junior Simmental Association Activities, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue The American Simmental Association, its officers, employees, and agents from liability from any and all claims including the negligence of The American Simmental Association its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in American Junior Simmental Association Activities.

**Assumption of Risks:** Participation in American Junior Simmental Association Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and 3) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in American Junior Simmental Association Activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD HARMLESS The American Simmental Association from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in American Junior Simmental Association Activities, and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing Waiver and Assumption of Risk Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Montana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

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Signature of Parent/Guardian of Minor or Adult Participant

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Date