



MECHANICAL BULL RIDING RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Express Assumption of Risk Associated with Use of Mechanical Bull Ride and Related Activities

(Please read and be certain you understand the implications of signing.)

Bull Riding Location: Downtown Imperial, Imperial and Barioni; Date of Event: February 25, 2023

I, _____ (name), do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Mechanical Bull ("Bull") riding activities to which I am about to engage, including but not limited to:

- 1) The rotation and bucking movement of the Bull which will cause me to fall off of the Bull in an uncontrollable manner;
- 2) The changing condition of the equipment used during bull riding, the ground surface, and the speed and movement of the Bull;
- 3) Inclement weather, lighting, variances and extremes of wind, weather, and temperature;
- 4) My sense of balance, physical condition, ability to ride and hold on or follow directions;
- 5) The presence of insects and flying life forms;
- 7) Equipment failure or operator error;
- 8) Heat or sun related injuries or illnesses, including sunburn, sun stroke, or dehydration;
- 9) Fatigue, chill, and/or reaction time and increased risk of an accident

I understand that the above described risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, while the City of Imperial and Party Pals General Partnership employees seek to conduct the activity safely, there are nonetheless inherent, unavoidable risks associated with the activity, including misjudgment of weather or other environmental conditions, incomplete warnings or instructions, or equipment malfunction.

I specifically acknowledge that I am at least four feet tall and that I have read, understand, and agree to abide by all bull riding instructions at all times, that I have been trained in the safe use of bull riding equipment to my complete satisfaction, and I am physically/mentally able to participate in the bull riding activities. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I might aggravate or cause myself.

I specifically waive any defense insofar as this agreement is concerned that may arise as a result of any law, regulation, and/or policy that may impact its enforceability. In consideration of being allowed to participate in the above-described activities, as well as the use of any of the facilities and the use of the equipment of the below listed releases, I hereby agree as follows:

1) To waive and release any and all claims based upon negligence, active or passive, that I may have in the future against all of the following named persons or entities herein referred to as releasees: City of Imperial

2) To release the City of Imperial, its officers, directors, employees, representatives, agents, and volunteers from any and all liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, property damage or loss of life that may occur as a result of engaging in the above activities.

3) **Section 1542 Waiver.** In giving the general release herein, which includes claims which may be unknown to me at present, I acknowledge that I have read and understand Section 1542 of the California Civil Code, which reads as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." I hereby expressly waive and relinquish all rights and benefits under that section and any law of any other jurisdiction of similar effect with respect to my release of claims, including but not limited to any unknown or unsuspected claims herein.

4) By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this Agreement. I have read this Agreement, understand it, and I agree to be bound by it.

Signature of Adult Participant

Name of Adult Participant (Please Print)

Date

Signature of Parent or Guardian if Participant Is a Minor, and by their signature, they on my behalf release all claims that both they and I have.

Name of Parent of Guardian (Please Print)

Date

Name of Minor (Please Print)

Date