

# Westside Team Penning Club

## 2010 Waiver & Release of all claims against WTPC

Mail completed forms to:  
WTPC 6835 S 262nd Street, Kent, WA 98032

### **A WTPC WAIVER & RELEASE OF CLAIMS FORM MUST BE SIGNED AND ON FILE WITH WTPC BEFORE BEING ALLOWED TO COMPETE.**

I, the undersigned, do hereby stat that in consideration for the privilege of competing and/or allowing my/our children to compete in any and all Team Pennings/Ranch Sortings during the **2010** season sponsored by WESTSIDE TEAM PENNING CLUB (WTPC), I/We knowingly acknowledge that I/We am/are mindful of the inherent risks and unpredictability involved in the sport of Team Penning, Ranch Sorting, riding horses and cattle. I/We herby represent the following:

#### **A. EXPERIENCE AND ABILITIES OF RIDER(S), ASSUMPTION OF RISK:**

1. That I/we am/are an experienced horse rider(s) and specifically represent that the horse(s) I/we will ride in all WTPC events during this season is/are trained and can handle the stress of chasing wild cattle in a closed arena at a rapid pace. In the event this WAIVER AND RELEASE OF CLAIMS is signed by me/us on behalf of my/our minor children, I/We make same representation on behalf of my/our children and the horse(s) they will be riding in all WTPC competition during this penning season based on first hand knowledge.
2. That I/we and the horse(s) I/we am/are riding during all WTPC competitions have team penned a minimum of five (5) times, or have the equivalent experience such as roping, cutting, cattle ranch work and/or working cow horse competitions and am comfortable with both my/our and my/our horse's ability to team pen safely. In the event this WAIVER AND RELEASE OF CLAIMS is signed on behalf of my/our minor children, I/we represent that my/our children and the horses they will ride in all WTPC competitions during this penning season have penned a minimum of ten (10) times, or have the equivalent experience as set forth above;
3. That the WTPC has the right to rely on the above representations in determining whether I/we can participate in any WTPC competition during this penning season; AND
4. That I/we knowingly and fully assume all risks on my/our behalf and on the behalf of my/our children whom I/we consent to participate in any and all WTPC competitions during the penning season involved with the sport of Team Penning / Ranch Sorting to include but not limit to serious bodily injury and death.

#### **B. WAIVER AND RELEASE OF CLAIMS:**

1. Based on the above representations, I/we am/are mindful that WTPC may allow me and/or my children to compete in any and all WTPC competitions during the penning season. As consideration for being allowed to compete in any or all WTPC pennings/sortings during the this penning season, I/we knowingly hereby WAIVE AND RELEASE any and all claims, including but not limited to any claims based upon NEGLIGENCE AND NEGLIGENCEES, that I/we and my / children, our executors, heirs, administrators, family members and assigns may have against the WTPC, its officers, agents, members, volunteers, and the Stock-Contractor and/or promoter (hereinafter "RELEASEES"). This includes but is not limited to any and all claims for damages, INCLUDING BUT NOT LIMITED TO DEATH AND SERIOUS BODILY INJURY, to me/us or my/our children, cause by the NEGLIGENCE OR GROSS NEGLIGENCE of any of the above-named RELEASEES arising out of my/our and/or my/our children's participation in any and all WTPC

competitions during this penning season and related activities, together with any cost, including legal fees, that may be incurred as a result of any such claims whether valid or not:

- 2. I hereby INDEMNIFY, HOLD HARMLESS and RELEASE each of the above RELEASEES against any and all claims that I/we, my/our children or any one or more of my executors, heirs, next of kin, administrators, successors, and/or assigns may have or assert against the WTPC, it's agents, members and officers and against any cost and attorneys fees associated herewith. This applies to any and all claims resulting from this WTPC penning season.

C. OPTIONS / REQUIREMENT FOR RIDING HELMETS.

(Every participant/member must select either Option 1 OR 2. Parents of minors **MUST** sign Option 3.)

- 1. I/We am/are mindful and have been advised that the Board of Directors of the WTPC strongly recommends that all participants, adults and minors, wear equestrian safety helmets during the competitions. I/We have been advised and am mindful that this recommendation by the WTPC Board of Directors is based on their concern for the personal safety of the participants and to minimize the possibility of serious injury and/or death. By checking the box below, I/we am/are hereby deciding NOT to wear a helmet even though it has been recommended for my/our own safety. By refusing to wear a helmet, I/we am/are mindful of the fact that the inherent risk if serious injury and/or death is increased by no wearing this safety feature. I/We voluntarily am/are making this decision knowing full well of the increased risks involved and am/are in no way making this decision under duress, threats or any other influence from the WTPC or its Board of Directors.

I REFUSE to wear a riding helmet.

Signature of competitor

- 2. Having been fully advised that the recommendation of the WTPC Board of Directors is that I wear an equestrian riding helmet for my own protection and to minimize the risk of serious injury and/or death, I agree that I SHALL wear an equestrian riding helmet and will provide the extra protection necessary.

I AGREE I WILL wear an equestrian riding helmet at all WTPC competitions

Signature of competitor

- 3. As the parent of the minor child \_\_\_\_\_ on whose behalf I am signing the RELEASE AND WAIVER OF CLAIMS so that he/she can participate in WTPC competitions, he/she having been instructed and am mindful of the fact that the WTPC REQUIRES that all participants competing WTPC competitions under the age of thirteen (13) must wear an equestrian safety helmet. As the parent of the minor child (listed above) I agree that I will not let my child participate in these events without wearing such a helmet. I will provide my child with a sufficient helmet to my satisfaction that will provide the protection necessary.

\_\_\_\_\_  
(Signature of Parent/Guardian)

\_\_\_\_\_  
(Signature of Parent/Guardian)

4. Or if I do not have an equestrian helmet for my child, I agree that I will use one of the safety helmets provided by WTPC (limited quantity available).

**NO PARTICIPANT UNDER THE AGE OF THIRTEEN (13) SHALL BE ALLOWED TO PRACTICE, OR PARTICIPATE IN ANY WTPC COMPETITION UNLESS WEARING A RIDING HELMET.**

**I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE CONTENTS AND IMPLICATION OF THIS DOCUMENT** and by affixing my signature below, I hereby state under penalty of perjury of the laws of the State of Washington, that the representations made by me in this document are true and correct; that the WTPC will rely on my representations contained herein and that I sign this **WAIVER AND RELEASE OF CLAMS** of my own free will and without threats, promises, or coercion. I also state that I have read the WTPC Team Penning Rules and Bylaws and agree to abide by them.

\_\_\_\_\_  
Competitor's Signature

\_\_\_\_\_  
Minor's Name

\_\_\_\_\_  
Competitor's PRINTED Name

\_\_\_\_\_  
Minor's Name

\_\_\_\_\_  
Date of Signatures

\_\_\_\_\_  
Parent / Legal Guardian's Signature