***Oregon Trail Rodeo Association dba Nyssa Nite Rodeo***

**OPEN ENTRY CONTESTANT RELEASE FORM**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In this Open Entry Contestant Release Form, the Oregon Trail Rodeo Association dba Nyssa Nite Rodeo will be referred to as NNR and means NNR, its officers, agents, members, and/or representatives. A Contestant means any contestant in any NNR event. Reference to any contestant in this Open Entry Contestant Release Form also means contestant.

1. **AGREEMENT OF CONTESTANT:**

In consideration for the contestant's participation in any NNR event, in any location, and at any arena, the contestant, whose current name and address appears below, hereby agrees as follows:

Name of Contestant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of birth of Contestant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Driver’s License No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State:\_\_\_\_\_\_\_\_\_\_\_\_\_\_Expiration:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Team Partner(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Wild Cow Milkers

Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2**. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK**:

Contestant hereby acknowledge that participation in any NNR event, either as a contestant, observer, member of NNR, helper, or volunteer, is an inherently dangerous activity and could expose the contestant to a substantial and serious risk of physical harm or injury, property damage, or death. The contestant hereby acknowledge that by participating in any NNR event, they are assuming the risk of any property damage, physical harm or injury, or death, whether or not caused by the negligence or gross negligence of any NNR officer, member, agent, and/or representative or any arena owner or property owner where any NNR event is held.

3. **RELEASE OF NNR AND ITS SPONSORS**:

Contestant hereby release NNR and its sponsors from all liability, property damage, injuries, or any other claim arising from or caused by the participation of contestant in any NNR event, whether or not such claim or cause of action is known, unknown, or unforeseen.

4. **COVENANT NOT TO SUE:**

Contestant hereby agree that they shall not now, or at any time in the future, directly or indirectly, commence or prosecute, or cause to be commenced or prosecuted, any action, suit or other legal proceeding, against NNR, its officers, agents, members, and/or representatives, any person or organization sponsoring any NNR event, any sponsor's officers, agents, members, and/or representatives, or any other person or organization upon whose land is held any NNR event. Contestant hereby agree that any cause of action, claim –or demand, against NNR, its officers, agents, members, and/or representatives, NNR sponsors, and any person or organization upon whose land any NNR event is held, is hereby waived, released, and discharged.

5. **ASSURANCES:**

Contestant official hereby agree and acknowledge that they possess full power, authority, capacity, and right, and/or have been given and provided with full power, authority, capacity, and right, to enter into, execute, deliver, and perform this Open Entry Contestant Release Form. Contestant further acknowledge and assert that their execution of this Open Entry Contestant Release Form is done voluntary, without coercion, and that they are of sound mind, and have read, and understood all aspects of the Open Entry Contestant Release Form.

**6. BINDING EFFECT, CONFLICT OF LAWS, AND SEVERABILITY**

This Open Entry Contestant Release Form, including all of its provisions, singularly, and collectively, shall be binding upon the contestant, the contestant and the legal representative(s), heirs, successors, and assigns. Contestant further agree that in any cause of action, which may be filed, or caused to be filed against NNR, its officers, agents, members, and/or representatives, the laws of the State of Oregon shall apply. Contestant hereby agree that this Open Entry Contestant Release Form is an integrated and complete document.

Notwithstanding such, contestant hereby agree that if any provision of this Open Entry Contestant Release Form is found null and void, that all other provisions of the Open Entry Contestant Release Form shall remain in full effect and shall be binding upon contestant.

**CONSENT OF CONTESTANT.**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contestant in any NNR event, hereby acknowledge that I have read the above Open Entry Contestant Release Form, that I understand and agree to all of the provisions of the Open Entry Release Form, and do hereby consent to the participation of; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Contestant in any and all events sponsored by NNR in any State of the United States, and in any location. I expressly agree to be fully bound by all the terms, provisions, and clauses of this Open Entry Contestant Release Form, whether or not this Open Entry Contestant Release Form is legally notarized. The legal notarization or non-notarization of this Open Entry Contestant Release Form shall not, in any way, affect the binding and legal nature of the Open Entry Contestant Release Form.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_