

ACKNOWLEDGMENT AND ASSUMPTION OF RISK AND WAIVER AND RELEASE OF LIABILITY

ACKNOWLEDGMENT OF RISK: I, Participant, acknowledge that bull riding is a dangerous activity and that a person's participation in a bull riding event in any capacity, either as a contestant, employee or volunteer, will expose the participant to a **SUBSTANTIAL AND SERIOUS RISK OF PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH**. I expressly acknowledge that participation in any Rafter K Arena, Inc. Bull Riding Event(s) will involve such a hazard and agree to assume such hazards and risks.

I acknowledge THAT I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE FOLLOWING WARNING relating to the provision of bull riding which is considered a farm animal activity under North Carolina law, whether on Host owned or leased premises and facilities or elsewhere:

WARNING - Under North Carolina law, a farm animal activity sponsor or farm animal professional is not liable for an injury to or the death of a participant in farm animal activities resulting exclusively from the inherent risks of farm animal activities. Chapter 99E of the North Carolina General Statutes.

1. I understand that Rafter K Arena, Inc. (the "Host") produces bull riding events and that the nature of the Host's farm animal activities is inherently dangerous.
2. I am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with these bull riding activities and injuries resulting from these Risks are a common occurrence. I am aware that the Risks of the bull riding activities mean those dangerous conditions which are an integral part of the bull riding activities, including, but not limited to: a) the propensity of any animal to behave in ways that may result in injury, harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people or objects; b) the unpredictability of an animal's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects; and c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over an animal.
3. I also specifically understand that participating in a bull riding event is a very aggressive and dangerous activity that, by its very nature, involves a very high risk of death, injury and damage to such persons, animals and property.
4. I realize that, under the circumstances, neither my actions, nor the actions of other persons, nor the actions of the animals can be controlled by the Host and that, therefore, the Host cannot guarantee my safety or the safety of my animals or property while at a bull riding event or while using Host owned or leased animal, equipment or facilities.
5. I agree that it is not possible for the Host to make the bull riding activity safe and I accept the Risks and agree to the terms of this waiver even if the host is found to be negligent or in breach of any duty of care of any obligation to me in my participation in the bull riding event.
6. I represent that I do not have any physical, mental or medical condition which would inhibit full and active attention and care in dealing with my own or other persons' animals used in the bull riding activity.
7. In consideration of the Host permitting me to participate in the bull riding activities sponsored by the Host, and using Host owned or leased animals, equipment and facilities, I, individually, and on behalf of my heirs, next of kin, executors, administrators and assigns, hereby knowingly and voluntarily assume all risks and accept full and complete responsibility for (a) my own safety; (b) the safety of my family members, guests, employees, contract workers, and all persons who may, from time to time, utilize or be present on Host owned or leased facilities or property as their guests, invitees, employees or in any other capacity; (c) the safety and well-being of the animals on Host owned or leased property by myself or any other persons; and (d) the safety of my property and the property of the persons described above.

WAIVER AND RELEASE OF LIABILITY

8. I further give up and waive any rights to make any claim to proceed in court on any claim which I might now have, or which might arise in the future, against the Host, or against its respective owners, officers, landlord, employees or agents, as a result of damage or injury to myself or to my animals or property. I agree that this waiver extends to any damage or injury which might be sustained to my person, animals, or property at any time while on the premises owned or leased by the Host from any cause whatsoever including, but not limited to (a) Host owned or leased facilities; (b) Host owned or leased equipment; (c) actions of Host owners, officers, employees, agents, contract workers, guests or invitees; and (d) any other persons or animals owned by other persons whether or not on Host owned or leased property with or without the permission of the Host.

INDEMNIFICATION OF HOST

9. I further agree to indemnify and hold harmless and defend the Host and its respective owners, officers, employees or agents against any and all liabilities, losses, damages, costs or expenses of whatever kind or nature, including reasonable attorney's

fees, which the Host and its respective officers and owners may sustain or incur for any injury or damage which may be incurred by anyone else either personally or to their animals or property as a result of (a) my actions; (b) the actions of any animals brought on, or permitted to be brought on, Host owned or leased property by me; (c) the actions of any of my family members, guests, employees, contract workers, or any other persons who may from time to time utilize the Host owned or operated facilities or be present on Host owned or leased property as their guests, invitees, employees or in any other capacity; or (d) the actions of any of the animals brought or permitted to be brought on Host owned or leased property by any of the persons described above.

10. I further agree that the waiver and indemnities contained herein shall be binding upon myself and my heirs, successors, legal representatives, successors and assigns.

11. I specifically promise that I will cause payment to be made to the Host on account of such liabilities, losses, damages, costs or expenses which I have agreed to indemnify the Host against, as stated above, on or before the time that the Host, its officers and owners shall be compelled to make any such payment, or to reimburse the Host and its officers and owners, for any such payments which shall have been made by any of them.

12. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the State of North Carolina and I hereby irrevocably submit to jurisdiction in the County in which the bull riding activities are provided by the Host.

RIGHT OF PUBLICITY

13. I hereby authorize the Host to use my name and/or likeness in publicity of the Host and/or the bull riding event.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT AND THAT AGREEING TO THIS ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY I AM GIVING UP MY RIGHT TO SUE OR OTHERWISE MAKE ANY CLAIM AGAINST THE RELEASED PARTIES. I HAVE READ THIS ENTIRE DOCUMENT CAREFULLY. I FULLY UNDERSTAND ITS CONTENTS AND I VOLUNTARILY AGREE TO ITS TERMS.

Dated this ___ day of _____, 20 ___.

(Print Participant Name) (Participant Signature) (SEAL) _____
Date of Birth

FOR ANY MINOR (A PERSON UNDER 18 YEARS OLD), THE MINOR'S PARENT OR GUARDIAN MUST ALSO READ AND SIGN BELOW:

PARENT OR GUARDIAN ACKNOWLEDGMENT

I am the parent or guardian of _____, a minor, and on the minor's behalf as well as on my behalf and on the behalf of all other parents, guardians or family members of the minor, I have read and executed the foregoing Acknowledgment and Assumption of Risk, Waiver and Release of Liability as an inducement for allowing my child, a minor, to participate in the Host sponsored bull riding event and use its owned or leased facilities, equipment and/or animals.

I HAVE READ THIS PARENT/GUARDIAN RELEASE OF MINOR'S CLAIMS AND THE PRECEDING ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY CAREFULLY. I FULLY UNDERSTAND THEIR CONTENTS AND I VOLUNTARILY AGREE TO THEIR TERMS.

(Print Parent/Guardian Name) (Parent/Guardian Signature) (SEAL) _____
Relationship to Participant

NORTH CAROLINA, _____ County.
I, _____, a Notary Public of the County and State aforesaid, certify
that _____, personally appeared before me this day and
acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this
____ day of _____, _____.

NOTARY
SEAL

My Commission Expires: _____ Notary Public