

ROUGH DRAFT
PARTICIPANT RELEASE FORM

Name of Event: 13 Rounds 2018 (“the Event”)

Date of Event: Saturday, October 6, 2018

Time of Event: 11:00 a.m. to 2:00 p.m.

Location of Event or Rodeo: 453 Route 47 N., Cape May Court House, NJ 08210

Name of Host Organization and Released Parties: 1 Talos, LLC, a New Jersey Limited Liability Company, and its agents, servants and employees

And _____ (hereinafter collectively “Host” or “Releasee”)

Name of Participant (please print): _____
(hereinafter “Participant”)

Address of Participant: _____

AGREEMENT: As consideration for being allowed to participate and/or compete in the Event, the Participant agrees to the following:

ACKNOWLEDGMENT AND ASSUMPTION OF RISK: The Participant expressly acknowledges that a bull riding event such as the Event is, and has always been, an extremely dangerous activity, that participation in and presence at a the Event, as either a contestant, an employee or a volunteer, exposes the Participant to a serious and substantial hazard and risk of property damage, personal injury and/or death. These risks include without limitation INJURY TO THE HEAD, NECK OR SPINE; INJURY TO THE MUSCULAR OR SKELETAL SYSTEMS; INJURY TO THE INTERNAL ORGANS; SCRATCHES, BRUISES, CONTUSIONS, STRAINS, SPRAINS, FALLS, FRACTURES; PHYSICAL VIOLENCE; VERBAL ABUSE; LOSS AND/OR DAMAGE TO SIGHT, TEETH OR HEARING; PARALYSIS; CONCUSSIONS AND TRAUMATIC BRAIN INJURY AND ALL OF THEIR SHORT- AND/OR LONG-TERM EFFECTS INCLUDING WITHOUT LIMITATION BRAIN DAMAGE, DEMENTIA, MOOD DISORDER, AND/OR COGNITIVE IMPAIRMENT; SHORT- AND/OR LONG-TERM DISABILITY; LOSS OF INCOME AND/OR CAREER OPPORTUNITIES; SERIOUS INJURY; AND/OR DEATH. The Participant realizes that the risks arise not only from competing but also from being in the arena, behind the chutes, in the livestock holding area, pens and any other area associated with bull riding and rodeo events. The Participant expressly acknowledges that he/she is fully aware that his/her participation in and presence at the Event is undertaken with his/her express understanding, appreciation, approval, awareness, and assumption of any and all risks involved, including the risks listed above. **THE PARTICIPANT INTENDS THAT THIS ASSUMPTION OF ALL RISKS SHALL BE LEGALLY BINDING AND SHALL BE A COMPLETE BAR TO ANY AND ALL CLAIMS (AS DEFINED BELOW IN “RELEASE AND WAIVER OF ALL LEGAL LIABILITY”) BY HIM/HER AND/OR HIS/HER PERSONAL REPRESENTATIVES, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, ESTATE AND/OR ANY OTHER PERSON OR ENTITY ACTING ON HIS/HER BEHALF. THIS ASSUMPTION OF RISK SHALL APPLY TO ALL RISKS ARISING FROM, RELATING TO OR IN CONNECTION WITH HIS/HER PARTICIPATION IN OR PRESENCE AT THE EVENT.**

COVENANT NOT TO SUE: The Participant covenants that the Participant shall not now or at any time in the future, directly or indirectly, commence, threaten or prosecute any Claim against the Releasees or any Releasee that he/she is by this Agreement discharging, waiving and releasing. This release, waiver, and covenant not to sue includes without limitation all Claims arising under the tort laws of any state and extends to all damages (including without limitation short- and/or long-term effects of such injury and death) whenever arising, but it shall not apply to Claims arising solely from the gross negligence or willful misconduct of Releasees or any Releasee.

RELEASE AND WAIVER OF ALL LEGAL LIABILITY: THE PARTICIPANT, BEING FULLY AWARE THAT PARTICIPATION IN THE EVENT WILL EXPOSE HIM/HER TO A SUBSTANTIAL AND SERIOUS RISK OF PROPERTY DAMAGE AND/OR PERSONAL INJURY AND/OR DEATH, FOR AND ON BEHALF OF HIMSELF/HERSELF AND HIS/HER SPOUSE, CHILDREN, PARENTS, NEXT OF KIN, HEIRS, REPRESENTATIVES, ASSIGNS, EXECUTORS, ADMINISTRATORS, ESTATE AND/OR ANY OTHER PERSON OR ENTITY ACTING ON HIS/HER BEHALF, UNCONDITIONALLY AND IRREVOCABLY AGREES TO FOREVER DISCHARGE, WAIVE, RELEASE, INDEMNIFY, AGREE TO DEFEND AND HOLD HARMLESS (i) THE HOST AND ITS PAST, CURRENT AND FUTURE DIRECT AND INDIRECT PARENTS, SUBSIDIARIES AND AFFILIATE, (ii) EACH OF THE OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, MEMBERS, AGENTS, SHAREHOLDERS, REPRESENTATIVES, TRUSTEES, PARTNERS, SERVANTS, VOLUNTEERS AND CONTRACTORS OF EACH OF THE FOREGOING IN CLAUSE (i), TOGETHER WITH ALL OTHER PARTIES OR ENTITIES INVOLVED IN THE SANCTIONING, APPROVAL, PRODUCTION, ORGANIZATION, CONDUCT, SPONSORING, ADVERTISING AND PERFORMANCE OF THE EVENT, AND (iii) EACH OF THE RESPECTIVE PREDECESSORS, SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING IN CLAUSE (i) AND CLAUSE (ii) (COLLECTIVELY, THE "RELEASES") OF AND FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, COSTS, LIABILITIES, JUDGMENTS, DEBTS, DUES, SUMS OF MONEY, EXPENSES, RESPONSIBILITIES AND ACCOUNTS, IN LAW OR EQUITY, CONTINGENT OR NON-CONTINGENT, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED ("THE CLAIMS"), ARISING FROM, RELAYING TO OR IN CONNECTION WITH HIS/HER PARTICIPATION IN OR PRESENCE AT THE EVENT.

THIRD PARTY INDEMNITY: The Participant hereby agrees to indemnify, defend and hold harmless Releasees or any Releasee against any and all third-party claims asserted against or incurred by Releasees or any Releasee arising from, relating to or in connection with his/her participation in or presence at the Event, including costs (including but not limited to attorneys' fees, court costs and defense expenses) of enforcing any right to indemnification hereunder. The foregoing indemnity shall apply regardless of whether the injury, death or property damage is contributed to by the active or passive negligence of Releasees or any Releasee, but it will not apply to the extent that the injury, death or property damage is (i) caused solely by the negligence of Releasees or any Releasee or (ii) is caused or contributed to by the intentional tortious acts or gross negligence of Releasees or any Releasee. For the avoidance of any doubt, the Participant further unconditionally and irrevocably agrees not to seek contribution from Releasees or any Releasee for any and all Claims asserted, threatened or adjudged against him/her by any third parties.

ASSURANCES: The Participant has full power, authority, capacity and right without limitation to execute, deliver and perform this Agreement.

BINDING EFFECT: This Agreement shall be binding upon the Participant and the Participant's spouse, legal representative, heirs, successors and assigns. This Agreement has been carefully and fully read by the Participant and the Participant fully understands its terms and conditions and has voluntarily executed and delivered this Agreement.

Printed Name: _____

Signature of Participant: _____

Address (please print): _____

Social Security Number: _____ Phone Number: _____

ALL INFORMATION MUST BE GIVEN ON THIS RELEASE - NO EXCEPTIONS

Sworn and subscribed before me on this _____ day of _____ 2018.

Notary Public