

Miss Rodeo Idaho, Inc.

WAVIER OF LIABILITY

THIS AGREEMENT is made between Miss Rodeo Idaho, Inc. of P. O. Box 291, City of Nampa, State of Idaho, hereinafter referred to as "MRI", and (name) _____ of _____ (address), City of _____, State of Idaho, hereinafter referred to as "Contestant".

WITNESSETH:

WHEREAS, MRI conducts the *Miss Rodeo Idaho Pageant* (hereinafter referred to as "Pageant"), including the creation, publication and administration of all rules and regulations relating thereto, and

WHEREAS, Contestant desires to compete in the Pageant,

NOW THEREFORE, in consideration of the mutual promises set forth herein, the mutual benefits derived herefrom and other good and valuable consideration provided each unto the other, the receipt and sufficiency of which is acknowledged by delivery hereof, it is agreed:

1. Contestant represents she (a) has read all Pageant rules and regulations; (b) has received a complete copy of all Pageant rules and regulations; (c) has otherwise been fully advised as to any and all written and/or verbal amendments, if any, to Pageant rules and/or regulations; (d) understands each and every rule and/or regulation, and (e) had full opportunity to present all questions regarding the rules and regulations, and all such questions have been fully answered.
2. Contestant will adhere to and comply with all Pageant rules and regulations.
3. Contestant shall upon observing and/or being informed of any violation of, and/or perceived violation of, any Pageant rule and/or regulation:
 - a. Inform MRI of the alleged and/or perceived violation, at the earliest and most proximate time to the incident, but in no event, later than two hours before the scheduled naming of the contestant winner(s); and
 - b. In no way act to withhold information from MRI and/or from other third party contestant(s), as to deprive MRI of the opportunity to determine alleged violations.

In this regard, **MRI, Inc. President** is hereby designated by MRI as the person to receive any and all alleged and/or perceived rule violation(s). Please note that failure to notify the designated person above, may operate to invalidate your complaint.

4. **WAIVER**. Unless timely reported as defined in paragraph 3 (a) above, each and every alleged violation of, and/or perceived violation of, Pageant rules and/or regulations shall be deemed waived, and the complaining party shall not be permitted to present any allegations regarding such allegations.
5. **INVESTIGATION**. MRI agrees that with respect to reported violation(s) with the time limits set forth above, it shall (a) investigate each allegation as it reasonably may be able to do under the

circumstances, (b) report its findings to the person presenting the allegation (c) enforce its rules and regulations as against any contestant found to have violated the same.

6. BINDING DECISION. Contestant agrees that MRI is the sole and exclusive authority to determine the existence and/or non-existence of a violation of the rules and regulations, and that Contestant shall be finally bound by MRI's determination. Contestant further agrees that MRI is the sole and exclusive authority to interpret and enforce its rules and regulations.
7. ATTORNEY FEES. In any legal proceeding in which MRI shall be awarded any judgment enforcing any term and/or condition of this Agreement, MRI, its employees, agents, sponsors, and/or representatives shall also receive reasonable attorney fees and all costs incurred in the prosecution and/or defense of said action.
8. LAW APPLICABLE. This Agreement has been entered into and shall be preformed in the State of Idaho. The parties agree that the laws of the State of Idaho shall be utilized in construing this Agreement and in enforcing the rights and remedies of the parties.
9. INTEGRATION. This Agreement embodies the entire agreement of the parties there are no promises, terms conditions, warranties or obligations other than those contained herein. This Agreement supersedes all prior communications, representations or agreements, verbal or written, between parties and shall not be amended, except by writings subscribed to by both of the parties to this Agreement.
10. NUMBER, GENDER AND CAPTION. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of this Agreement.
11. CONSULTATION WITH ATTORNEY.

THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR RIGHTS AND AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO EXECUTING THIS DOCUMENT.

Made and executed on this ____ day of _____, 20____.

Miss Rodeo Idaho, Inc.

Contestant:

MRI, Inc. President

Signature of Participant

Miss Rodeo Idaho, Inc.

SCHOLARSHIP LETTER OF UNDERSTANDING AND RULES

Educational Scholarship Awards:

1. Educational Scholarship(s) are awarded by the Board of Directors of the Miss Rodeo Idaho, Inc. to selected recipients by virtue of their competition in the Miss Rodeo Idaho Pageant.
2. The number and size of Educational Scholarship(s) shall be determined on an annual basis by the Board of Directors of the Miss Rodeo Idaho, Inc.
3. The criteria for funding, maintaining and disbursing such Educational Scholarship(s) shall be as determined from time to time by the Board of Directors.
4. This Letter of Understanding will be mailed to all contestants prior to the Miss Rodeo Idaho Pageant so that the document may be reviewed, signed and returned to Miss Rodeo Idaho, Inc. no later than June 15th of the year of competition.

Eligibility:

5. Only contestants in the Miss Rodeo Idaho Pageant are eligible to receive Miss Rodeo Idaho, Inc. Educational Scholarship(s).
6. Educational Scholarship recipients with (a) plans for future enrollment, or (b) currently enrolled as full-time students at an accredited college, university or vocational school, will be eligible to receive educational scholarship funds. It is the responsibility of the recipient(s) to notify the Miss Rodeo Idaho, Inc. in writing as to their intent to utilize their Educational Scholarship(s), as well as of their enrollment status.
7. Educational Scholarship recipients must carry at least 12 credit hours per term, and must maintain a grade point average of at least 2.0. Proof of credit hours carried and grade point average must be supplied to the Miss Rodeo Idaho, Inc.
8. Educational Scholarship recipients currently attending an accredited college, university or vocational school on other grants and/or scholarships are eligible to receive Educational Scholarship funds.
9. In the event an Educational Scholarship recipient has completed her studies at an accredited college, university or vocational school and has received a degree of completion from said institution, she may apply her Educational Scholarship funds to outstanding educational financial obligations (i.e., student loans). If no outstanding educational financial obligations exist, and if the recipient has no further plans for continuing her education, the Educational Scholarship funds shall revert to Miss Rodeo Idaho, Inc.

Disbursements:

10. All Educational Scholarship Funds for pre-graduate studies shall be disbursed directly to the educational institution, upon receipt of statements of accounts due on behalf of the recipient for qualified tuition and related expenses. It is the responsibility of the recipient to provide, or direct the educational institution to provide, such statements to the Miss Rodeo Idaho, Inc. in advance of their due date to allow time to facilitate payment of said statements of account. There shall be no exceptions to this procedure for disbursement of funds. The educational institution or the scholarship recipient must send Miss Rodeo Idaho, Inc. a statement for such qualified tuition and related expenses, or an estimation of such provided by the educational institution. No account may be over funded.
11. Educational Scholarship(s) are limited to qualified scholarships and qualified tuition and related expenses, as defined by the Internal Revenue Code, and shall be disbursed only for those purposes.

Time Limits:

12. Miss Rodeo Idaho may have 2 years beginning in January of the year after her reign ends to use her Educational Scholarship funds. If necessary, and if the schooling has been continuous, Miss Rodeo Idaho may apply to the Board for a third year extension. All other recipients must use the awards within one year commencing January after the year awarded.

Inquiry Procedure:

13. Any inquiries or requests from a recipient to Miss Rodeo Idaho, Inc. as to her Educational Scholarship shall be made in writing. MRI, Inc. will respond only to inquiries from the recipient. No third party contacts will be recognized by Miss Rodeo Idaho, Inc.
14. Clarification on the above rules may be sought by an Educational Scholarship recipient by submitting a written inquiry to Miss Rodeo Idaho, Inc.

Accepted and agreed to:

The undersigned acknowledges receipt of the foregoing Scholarship Letter of Understanding and Rules for Miss Rodeo Idaho, Inc. Educational Scholarship(s), and understands and agrees to the contents thereof.

 Miss Rodeo Idaho Contestant

 Date

Please print your name: _____

Miss Rodeo Idaho, Inc.

ASSUMPTION OF RISKS AND RELEASE AGREEMENT

This release, as of the day and year indicated below, by and between the undersigned participant, hereinafter referred to as "Releasor", and the *Miss Rodeo Idaho, Inc.*, its insurers, agents, employees, board and volunteers, hereinafter referred to as "MRI".

1. UNDERSTANDING THE WARNING. I have read the attached Release, Disclosures and Warnings which is incorporated herein by this reference, and I understand that my participation in the *Miss Rodeo Idaho Pageant* is an event involving the risks of injury or death. I also understand that by agreeing to participate in the *Miss Rodeo Idaho Pageant*, I am subject to the possibility of injury or death as outlined in the warning above. I understand that I will not be permitted to participate in this pageant without assuming the risks involved with such participation and releasing MRI under the terms and conditions set forth herein.
2. OBLIGATION. I, Releasor, being of lawful age, do for myself, my heirs, executors, administrators, and assigns, hereby release and forever discharge MRI, their administrators, representatives, employees, agents, insurers, board, and volunteers of and from any and every claim, demand, action, or right of action, of whatever kind or nature, either of law or of inequity, arising from or by reason of any bodily injury or personal injuries known or unknown, death, mental damage, or property damage resulting or which may result from any accident, or incident which may occur as a result of my participation in the *Miss Rodeo Idaho Pageant* or any activities in connection with said program, and which may result from the NEGLIGENT ACTS OF MRI or not. I understand and agree that by signing this Assumption of Risks and Release Agreement, I assume all risks and completely release MRI from any NEGLIGENT ACT OR FAILURE TO ACT which may result in injury or death to myself. Furthermore, I hereby assume all of the risks of injury to or death of myself associated with the *Miss Rodeo Idaho Pageant* as outlined in the warning above.
3. DANGEROUS ACTIVITY. Releasor acknowledges that she has been warned of the potential dangerous nature of the various activities by carefully reviewing the release disclosures and warnings relating to participation in this pageant and realize that she shall encounter dangerous conditions and situations in the process of the activities contemplated herein.
4. ASSUMPTION OF THE RISKS. Releasor hereby assumes full responsibility for the risk of bodily injury, death or property damage as set out in the release disclosures and warnings due to the negligence of MRI or otherwise while in or upon the premises utilized by MRI in conducting various activities in this event, and while competing or for any purpose participating in the *Miss Rodeo Idaho Pageant* or events or connected events after the pageant.
5. CONTINUING THE VALIDITY. The Releasor expressly agrees that this Assumption of Risk and Release agreement is intended to be as broad and exclusive as permitted by the laws of the State of Idaho and that if any portion thereof is held invalid by a court of competent jurisdiction, it is agreed that the balance of the document shall, notwithstanding, continue in full force and effect.

6. ENTIRE AGREEMENT. This Release contains the entire agreement between the parties hereto and the terms of this Release are contractual and not a mere recital. Releasor further states that she has carefully read the foregoing release and warning and knows the contents thereof and signs this Release as her own free act. Nothing in this document shall preclude MRI or their agents from providing other warnings or rules which will be binding upon the participants.
7. CONDITION PRECEDENT. Releasor further acknowledges that MRI will not permit the participation of a Releasor until this document is fully understood, agreed to and executed.
8. CONSULTATION WITH ATTORNEY. THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR RIGHTS AND AN ATTORNEY SHOULD BE CONSULTED PRIOR TO EXECUTION OF THIS DOCUMENT.

I hereby certify that I have read and understand the above Assumption of Risks Release Agreement and agree to its provisions.

IN WITNESS WHEREOF, Releasor has executed this Release as of this _____ day
Of _____, 20 ____.

Date

Participant Name

Miss Rodeo Idaho, Inc.

RELEASE DISCLOSURES AND WARNINGS

INTRODUCTION:

The *Miss Rodeo Idaho Pageant* is an event organized and operated by a nonprofit organization, the *Miss Rodeo Idaho, Inc* (hereafter referred to as "MRI"). It is a multiple day event involving numerous activities including both pre-pageant and post-pageant events as well as the pageant itself. Your participation in this event is a voluntary activity and is subject to the rules and regulations of MRI.

Many of the activities in which you will be involved are dangerous, hazardous and involve certain risks. **AS A CONDITION TO YOUR PARTICIPATION** in the *Miss Rodeo Idaho Pageant*, you must carefully review this document, acknowledge your understanding thereof, and agree to assume the risks of all activities involved in the pageant by waiving all claims you might otherwise have for any injuries or damages you may suffer, even if caused by the negligence of MRI, its employees, agents, board, insurers or volunteers.

This document shall disclose the type and nature of many of the risks and types of injuries you may incur as a result of participating in the *Miss Rodeo Idaho Pageant*.

ACTIVITIES AND EVENTS:

Although many of the activities you will be asked to be involved in seem safe, there are many dangers and risks you may encounter which are too numerous to completely list. The *Miss Rodeo Idaho Pageant* is a relatively high profile, competitive and exciting event. It involves several long days in a row with schedules starting before seven a.m. (7:00 a.m.) and not completed until eleven p.m. (11:00 p.m.)

Aside from the interviews, rehearsals, receptions lunches, dinners, tours, performances and travel between the scheduled locations, there is also a horsemanship competition on horses, which you will not be familiar with. Much of the time, large crowds will be present and may attempt unpredictable and aggressive behavior towards you or your competitors. In addition, the stress of a nationwide competition may have an effect on you or your co-competitors, all of which may subject you to dangerous circumstances.

WARNING:

Participation in any pageant may likely involve injury or risks of some type to either yourself or a competitor. Such injury can include direct physical and possibly crippling injury to one's body and the possibility of emotional injury experience due to stress, as a result of witnessing injury to another or as a result of experiencing pain and or injury to your own body. The severity of such injury may range from minor muscle strains, cuts, scrapes to catastrophic injury, such as complete paralysis, or even death. Such injuries can impair your general physical and mental health, your appearances and hinder your future ability to earn a living, to engage in other business, social and recreational activities and generally to enjoy life.

The entire event generally, and the horsemanship competition in particular, as well as the traveling between the various sites, are all inherently dangerous. As in all competitions, participation in the *Miss Rodeo Idaho Pageant* involves many **RISKS OF SERIOUS INJURY OR DEATH**. Because it

is a large, multiple-day competition involving long days, traveling between numerous sites, crowds and horse riding on unfamiliar horses, this event, more so than other events, involve risks of severe injury to virtually every part of the human anatomy. These risks of injury include but are not limited to, the possibility of death, neck and spinal injuries which can result in complete or partial paralysis; brain damage, eye, dental, hearing and other head injuries; injury to the nerves, blood vessels, internal or reproductive organs; and injury to the bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal system. Participants are also susceptible to death or injury resulting from such cause as head injuries, internal injuries, heart failure, asthmatic attack on sickle cell crisis, congenital brain defects, and from natural causes of other congenital problems. In addition, there is the possibility of suffering emotional distress or psychological injury as a result of participating in this pageant.

Common injuries sustained as a result of participation include knee injuries; strains and contusions of the thigh, calf, shoulder, arm and other muscles; shin splints, ankle injuries; shoulder injuries; back injuries, torso injuries, knee injuries, and sprains, dislocations, and fractures of the hands and wrists. Common injuries to the head and neck include contusions and muscle strains and nerve impairment. Other common types of injuries involve fractures, bruises, cuts, scrapes, sprains, strains, torn ligaments, and blisters.

Injuries can result from the correct or incorrect performance of techniques or other moves used either in horse riding or merely walking. These injuries may be caused by turning, stopping, jumping, riding and any other similar undertakings. Injury to the head or other part of the body may result in contact with other participants, animals, bystanders, fences, stairs, stages and other solid objects in and around the area in the various sites. Injury can result from misfitted, worn or improper equipment, saddles and tack. Injury can result from practice procedures, from proper or improper use of saddles and tack; from the administration of first aid; or from failing to follow any safety, training or other rules. The use of transportation provided or arranged by MRA to and from the various scheduled events and other related activities also involve the risk of injury or death.

THE PURPOSE OF THIS WARNING is to bring to your attention the existence of potential dangers associated with participation. There is, however, always the risk of other types of injuries or the risk of injury or death resulting from other causes not specified herein.

THE PURPOSE OF THIS WARNING is also to aid you in making an informed decision as to whether you should participate in the *Miss Rodeo Idaho Pageant* and, as a condition of such participation YOU MUST SIGN AN ASSUMPTION OF RISK AND RELEASE AGREEMENT. In addition, the purpose of this warning is to make you aware that as a participant it is your responsibility to learn about or inquire of MRI staff, volunteers, or other knowledgeable persons about any concerns that you may have at any time regarding your safety and the safety of others during this pageant.

I hereby certify that I have read the above Release Disclosures and Warnings, completely understand the risks involved in participation of the event and ASSUME THE RISK OF INJURY OR DEATH ASSOCIATED WITH THIS EVENT.

Date

Signature of Participant