

PIONEER DAY GYMKHANA

October 8, 2016 @ Paso Robles Event Center 1:00 p.m.

Name	Age Group	Poles 1	Single Stake	Barrels

Age Groups: Lead Line, 6 & Under, 7-9, 10-12, 13-17, 18 & Over

ENTRIES ARE DUE 2 WEEKS BEFORE THE EVENT

All entries must be postmarked by September 23, 2016.

ENTRIES ARE LIMITED TO THE FIRST 100 ENTRIES RECEIVED

**KCRC Rules and Regulations apply to all events.

**Pioneer Day Gymkhana Director reserves the right to suspend or disqualify any run for non-adherence to club *rules*.

* *Contestants may not sign up for an event once it has started.

**Limited to San Luis Obispo and Monterey County residents only.

** Age as of January 1, 2016.

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This Waiver of Liability and Indemnity Agreement ("Agreement") is made by _____ ("User") on this ___ day of _____, _____.

RECITALS

A. The Paso Robles Pioneer Day Committee ("PDC^{It}") in conjunction with its Pioneer Day Activities is allowing gymkhana ("Gymkhana^{It}") to take place on Pioneer Day at the Paso Robles Event Center ("Event Center").

B. User acknowledges that participating in the Gymkhana ("Gymkhana Activities") are inherently dangerous activities that expose any participant to potential property damage, injury and death. User represents and warrants that he/she assumes all

risk of any property damage, injury or death resulting from any Gymkhana Activities User participates in on or at the Event Center.

C. In consideration of permission to participate in Gymkhana Activities, User waives any and all claims, of any type, arising from or related to User's Gymkhana Activities on or at the Event Center against the State of California, Paso Robles Event Center, Paso Robles Pioneer Day Committee, Pioneer Day Gymkhana Organizers, the County of San Luis Obispo, City of Paso Robles, and their Board of Directors, Officers, Volunteers, Members, Employees, Consultants and Agents (Collectively "Released Parties"), and agrees to indemnify, defend, protect and hold the Released Parties harmless from any and all such claims.

D. USER ACKNOWLEDGES AND UNDERSTANDS THAT THIS AGREEMENT CONSTITUTES A WAIVER OF LEGAL RIGHTS WHICH WILL PREVENT USER FROM MAKING CLAIMS AGAINST THE RELEASED PARTIES THAT USER MAY HAVE BEEN OTHERWISE ENTITLED TO MAKE. USER FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT USER WOULD NOT BE PERMITTED TO ENTER UPON THE EVENT CENTER OR PARTICIPATE IN GYMKHANA ACTIVITIES THEREON WITHOUT ENTERING INTO THIS AGREEMENT.

NOW, THEREFORE User agrees as follows:

User hereby releases and waives any and all claims, demands, liability, actions or causes of action against the Released Parties and their heirs, trustees, beneficiaries, assigns, affiliates, agents, volunteers, employees and insurers for any injury, loss or damage arising from or related to Users' entry onto the Event Center or participation in Gymkhana Activities thereon, that User may have or which hereafter may accrue to User, or his/her heirs or assigns, including any claims which are unknown, unforeseen, future or contingent or which arise from any active or passive negligence of the Released Parties or their employees or agents.

Released Parties shall not assume or have any responsibility for or to protect against any loss, damages, theft, vandalism or injury of or to any person, horse, animal, livestock, property or material which User, or anyone acting on User's behalf, may place upon or remove from the Event Center. All horses, livestock, animals, tools, equipment, merchandise and other property placed upon the Event Center by User or any employee, agent or other person acting on User's behalf, shall remain the property of User or their employees or agents, as applicable and shall remain User's sole responsibility.

User shall indemnify, hold harmless, protect and defend, to include provision of separate legal counsel of the Released Parties' choice at User's sole cost, Released Parties, their heirs, trustees, beneficiaries, assigns, affiliates, employees, volunteers and agents, from and against any and all liability, loss, suits, claims, damages, costs, judgments and expenses, including any attorneys' fees and costs,

ansmg from or related to (1) User's entry onto the Event Center, (2) User's participation in any Gymkhana Activities thereon and/or (3) any act or omission of User's agents, employees or anyone acting on User's behalf on the Event Center.

Notwithstanding any other term or provision of this Agreement, Users' obligations in section 1, 2 and 3 shall not be applicable to any claim resulting solely from a willful or grossly negligent act or omission of the Released Parties or their agents.

Should any part, term, or provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

User has read, fully understands and agrees to the above terms and conditions, including, without limitation. User further understands and agrees that this Agreement and User's obligations herein are conditions to any permission by the Released Parties to allow User entry onto the Event Center or use of the Event Center for any Gymkhana Activities.

The prevailing party(s) in any legal action arising from or related to this Agreement or User's entry on or use of the Event Center for any Gymkhana Activities shall be entitled to an award of their attorneys' fees and costs incurred in such action, in addition to other appropriate relief.

PARENT/GUARDIAN OR CONTESTANT SIGNATURE
(18 or older)

(Signature) _____ DATE

Amount received: ____

Cash: ____

Check # ____

Please Mail to: 5350 Winchester Place, Paso Robles, CA **93446**

For more information call: Margo Abatti (805) 467-3535, Michelle Hansen (805) 610-2158 or Jessica Thompson (805) 610-8410

RELEASE AND WAIVER OF LIABILITY AGREEMENT
FOR THE YEAR OF 2016

I, _____ ("Participant"), acknowledge that I have voluntarily applied to participate in the following activities at the Paso Robles Event Center / California Mid-State Fair, Paso Robles, CA.

I AM AWARE THAT THE ABOVE-DESCRIBED ACTIVITIES ARE HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE.

I VERIFY THIS STATEMENT BY PLACING MY INTITIALS HERE: _____

PARENT OF GUARDIAN'S INITIALS (if under 18): _____

As consideration for being permitted by the Fair, the County of San Luis Obispo ("the County") and the State of California to participate in these activities and use their facilities, I hereby agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of the Fair, the County or the State of California or any of their affiliated organizations for injury or damage resulting from the negligence or other acts, however caused, by any director, employee, agent, or contractor of the Fair, the County or the State of California or any of their affiliated organizations as a result of my participation in the activities described above. I forever release the Fair, the County and the State of California and any of their affiliated organizations from any and all action, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have or may hereafter have for injury or damage resulting from my participation in the activities described above.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE COUNTY AND THE STATE OF CALIFORNIA AND/OR THEIR AFFILIATED ORGANIZAITON AND SIGN IT OF MY OWN FREE WILL.

Executed at The Paso Robles Event Center / California Mid-State Fair, Paso Robles, California.

PARTICIPANT RELEASEE

Name: _____

City & State: _____

Phone #: _____

PARENT OR GUARDIAN:

Name: _____

City & State: _____

Phone #: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED