



EQUINE OR LIVESTOCK ACTIVITIES RELEASE AGREEMENT (FOR MINORS)

I, _____, in consideration for the opportunity to participate in the following equine or livestock activity: **Utah FFA State Career Development Events** (the "Activity"), on behalf of myself, my heirs, assigns, personal representative, and estate, hereby agree as follows:

ACCEPTANCE OF RISKS AND RESPONSIBILITY: I acknowledge that the Activity is not without Inherent Risks. Inherent Risks means those dangers or conditions which are an integral part of equine or livestock activities, which may include: (a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) collisions with other animals or objects; or (d) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. See Utah Code 78B-4-201(5). I also acknowledge that loss or damage to property or injury, illness, or death to myself or others may result from (a) the negligent acts of Activity participants or organizers (including Utah State University, its agents, officers, employees, devisees and assigns and the Board of Regents of the State of Utah (hereafter collectively, "USU")) and (b) the elements that contribute to the unique character of the Activity. I voluntarily accept the Inherent Risks and other risks and dangers described above or otherwise associated with the Activity. I agree that I will be personally liable for any damages that occur as a result of my participation in the Activity, including my actions or the actions of any animals under my stewardship or control. During my participation in the Activity, I agree to adhere to appropriate safety standards to ensure the safety of myself, others, animals, and associated property.

RELEASE: I hereby voluntarily release and forever discharge USU from any and all liability, claims, demands, attorney fees, actions, or rights of action which are related to, arise out of, or are in any way connected with my participation in the Activity, including specifically, but not limited to, the negligent acts or omissions of USU for any and all bodily injury, death, illness, disability, or damage to myself or to my property. I agree that USU is not liable for Inherent Risks, negligent acts, or any other liability that may arise in connection with my participation in the Activity.

INDEMNIFICATION: I hereby agree to hold harmless and indemnify USU against any and all losses, liabilities, or claims arising out of or connected to my participation in the Activity. The indemnification obligations outlined herein extend to any and all costs and expenses, including attorney fees, incurred by USU in connection with any such loss, liability, or claim.

GOVERNING LAW AND JURISDICTION: The laws of the state of Utah shall govern the validity, construction, and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, action, claims and causes of action relating to the validity, construction and enforcement of this Agreement.

ACKNOWLEDGEMENT OF EFFECT OF THIS AGREEMENT: I understand and acknowledge that by signing this Agreement, I am agreeing to be bound by its terms and conditions. I acknowledge that by this Agreement, I have freely and voluntarily (a) given up certain legal rights and/or possible claims that I might otherwise assert or maintain against USU, including specifically, but not limited to, rights arising from or claims for the negligent acts or omissions of USU; and (b) assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by third parties against me as a result of my participation in this Activity. MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE AGREEMENT, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND UNDERSTAND THAT IT WAIVES MY RIGHT TO SUE USU.

_____	_____	_____
Participant Name (please print)	Signature	Date
_____		_____
Address		Age

FOR PARENT/GUARDIAN OF MINOR (under 18): I, as parent/guardian of the above indicated participant, do hereby consent and agree to the terms and conditions of the Agreement as set forth above. I specifically agree to release, indemnify, and hold harmless USU from any and all losses, liabilities, or claims brought by, on, or in behalf of the participant incident to his/her participation in the Activity, EVEN IF SUCH CLAIMS OR LIABILITES ARISE FROM USU'S NEGLIGENCE.

_____	_____	_____
Name of Parent or Guardian (please print)	Signature	Date

Address		