

**STANLEY COUNTY
WAIVER AND RELEASE AGREEMENT**

Please read carefully before signing. This is a release of liability and waiver of legal rights.

This Release is executed on _____, 20 _____, by _____ of

_____ herein referred to as Releasor.

(Participant's Name)

(Address)

In consideration of being permitted to participate in 4-H Shooting Sports (Archery/Rifle/Pistol/Shooting Activities), and/or other events as the case may be conducted at the Stanley County Fairgrounds and Expo Center, Releasor, for himself/herself, and his or her spouse, legal representatives, heirs and assigns, as the case may be, hereby releases, waives and discharges Stanley County, Hughes County, Expo Center, the Fort Pierre Chamber of Commerce, City of Fort Pierre and City of Pierre, its directors, officers, agents, employees, volunteers, members, promoters, sponsors, advertisers, owners and lessees of the premises, and each of them, here referred to as Releases, from all liability to the Releasor, his or her spouse, legal representatives, heirs and assigns, as the case may be, for any and all loss or damage, and any claims or damages resulting therefrom, on account of injury to Releasor's person or property, even injury resulting in paralysis or death of the Releasor, whether caused by the negligence of Releasees or otherwise while the Releasor is competing, working or for any purpose participating in shooting sports, as the case may be.

Releasor agrees to indemnify the Releasees and each of them from any loss, liability, damage, or cost which Releasees may incur due to the presence of Releasor in or upon the Stanley County Fairgrounds, or Expo Center and its outlying areas and outbuildings, whether caused by the negligence of the Releasees or otherwise.

Releasor hereby assumes full responsibility for the risk of bodily injury, death, or property damage due to the negligence of Releasees or otherwise while in or upon the Stanley County Fairgrounds, Expo Center and its outlying areas and outbuildings and while competing, officiating in, working or for any purpose participating in shooting sports, and other events as the case may be. The undersigned further understands that he/she is financially responsible for any such medical treatment. Participant and participants parents and natural guardian or legal guardian do hereby acknowledge that he/she is aware of the dangers involved in participating and attending shooting sports, and other activities expose him/her to substantial risk of property damage, personal injury, death, and other harm.

Releasor agrees that this release, waiver, and indemnity agreement is intended to be as broadly and inclusively and liberally construed as permitted by the laws of the State of South Dakota to release and indemnify Releasees, and that if any portion thereof is held invalid, it is agreed that the balance of this Release shall, notwithstanding, continue in full legal force and effect.

In witness whereof, Releasor has executed this Release at Fort Pierre, South Dakota, on the day and year first above written. I, the undersigned, acknowledge that I have read and understand the above waiver and release.

READ CAREFULLY BEFORE SIGNING THIS IS A LEGAL DOCUMENT.

Name of Participant: _____ Date of Birth: _____

Signature: _____

(Participant's Mailing Address/City/State/Zip)

If the participant is under eighteen years of age, the minor's parent, guardian, or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the above minor being permitted to participate in the activities at Stanley County Fairgrounds and Expo Center, which include, without limitation, the presence and use of it premises, I agree to the above waiver, and release in full, and the following indemnification agreement:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby fully and completely joins in, adopts and accepts the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Stanley County, Hughes County, the Fort Pierre Chamber of Commerce, the Expo Center, City of Fort Pierre and City of Pierre, its directors, officers, agents, employees, volunteers, members, promoters, sponsors, advertisers, owners and lessees of the premises, and each of them, from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of said minors participation in shooting sports, and/or other events as the case may be, conducted at the Stanley County Fairgrounds, Expo Center and his or her use of the property, and facilities of Stanley County, Hughes County, the Fort Pierre Chamber of Commerce, Expo Center, City of Fort Pierre and City of Pierre, its directors, officers, agents, employees, volunteers, members, promoters, sponsors, advertisers, owners and lessees of the premises, and each of them, here referred to as Releasees. I, for myself and on behalf of said minor, further agree not to sue Stanley County, Hughes County, the Fort Pierre Chamber of Commerce, Expo Center, City of Fort Pierre, and the City of Pierre, its directors, officers, agents, employees, volunteers, members, promoters, sponsors, advertisers, owners and lessees of the premises, and each of them, here referred to as Releasees as a result of any injury, paralysis or death that said minor suffers in connection with my use and participation in activities at the Stanley County Fairgrounds and the Expo Center.

This release, waiver and indemnification shall be construed broadly to provide a release, waiver, and indemnification to the maximum extent permissible under South Dakota law.

I, the undersigned, acknowledge that I have read and understand the above waiver, release, and indemnification and join in it fully as Releasor.

Date Signature of Parent, Guardian or Custodian of Minor Participant

State of South Dakota

County of _____

On this the _____ day of _____, 20 _____, before me, the undersigned officer, personally

appeared _____ and _____
(Name of Participant) (Name of parent, guardian, or custodian of minor participant)

known to me or proven to be the person whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. _____

(SEAL)

Notary Public
My commission expires: _____