

✓

GILA COUNTY
USE OF FACILITIES

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Waiver: In consideration of permission to use the facilities, staff, equipment, and services of Gila County. I, for myself, my heirs, personal representatives or assigns and as a duly authorized representative of the Payson Rodeo Committee **do hereby release, waive, discharge, and covenant not to sue** Gila County and any and all of its trustees, directors, officers, employees, and agents **from any and all claims including the negligence** of the Payson Rodeo Committee resulting in personal injury, accidents or illnesses (including death), and damage to property arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment at the Payson Gila County Courthouse Complex parking area on September 14, 2013.

Assumption of Risk: This use of Gila County's property, facilities, staff, equipment, and/or services carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents or illnesses (including death), and damage to property. The Payson Rodeo Committee is aware of these risks.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by Gila County at the Gila County Courthouse Complex parking area. **I hereby assert that my participation and the participation of the Payson Rodeo Committee is voluntary and that I and the Payson Rodeo Committee knowingly assume all such risks.**

Indemnification and Hold Harmless: The Payson Rodeo Committee further agrees to **indemnify and hold Gila County harmless** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of my use of Gila County's Courthouse Complex parking area, and to reimburse them for any such expenses incurred.

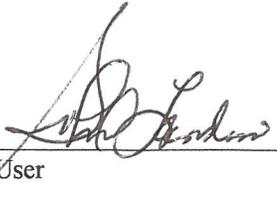
Severability and Choice of Law: The Payson Rodeo Committee further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by Arizona law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further agree that this Release shall be governed for all purposes by Arizona law, without regard to such law on choice of law.

Acknowledgment and Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, for and in behalf of the Payson Rodeo Committee and I fully understand its terms, and **understand that the Payson Rodeo Committee is giving up substantial rights, including its right to sue.** I acknowledge that the Payson Rodeo Committee has authorized me to sign this agreement on its behalf freely and voluntarily, and the Payson Rodeo Committee **intends my signature to be a complete and unconditional release of all liability.**

Signature of User

Date

Print Name

 4/11/13

JOHN LANDINO