



Three Wooden Crosses Cowboy Church

P.O. Box 533
5118 SW 100th
Augusta, Ks 67010
www.3wc-ks.com

3WC Arena Waiver and Release - 2023

In consideration for being allowed to attend and participate in domestic animal activities at Three Wooden Crosses Cowboy Church (the "premises"), the undersigned agrees as follows:

Participant Information:

Participant Name: _____ Date of Birth: _____

Address: _____

Telephone: _____ Emergency Telephone: _____

Emergency Contact/Relationship: _____

Name of Parent/Guardian (if under 18): _____

WARNING: Pursuant to the Kansas Livestock Limited Act K.S.A. 60-4001. Under Kansas Law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant K.S.A. 60-4001 thru 60-4004. You are assuming the risk of participating in this domestic animal activity.

ACKNOWLEDGMENT OF RISK: The undersigned acknowledges that participation in domestic animal activities on the premises involves inherent dangers and that participation in such activities exposes that participant to substantial and serious risks, expressly acknowledges that participant in domestic animal activities on the premises will involve such hazards. Inherent risks of domestic animal activities include, but shall not be limited to: (1) The propensity of a domestic animal to behave in ways i.e. running, bucking, kicking, shying, stumbling, rearing, falling, or stepping on, that may result in an injury, harm or death to persons on or around them, (2) the unpredictability of a domestic animals reaction to such things as sounds, sudden movement, and unfamiliar objects, persons or other animals, (3) certain hazards such as surface and subsurface conditions, (4) collisions with other domestic animals or objects, and (5) the potential of a participant to set in a negligent manner than may contribute to injury or death to the participant or others, such as failing to maintain control over the domestic animal or not acting with such of the participant's ability.

RELEASE OF LIABILITY: The undersigned, being fully aware that participation in domestic animal activities on the premises will expose the participant to substantial and serious risks of property damage, personal injury, or death, hereby releases Three Wooden Crosses Cowboy Church, their officers, all class of members, employees, agents, including their heirs and assigns from liability for any and all damages, personal injuries, or any other claims arising from the participant's participation in domestic animal activities on the premises, including those that are known or unknown, foreseen and unforeseen, past, present, future, or contingent.

COVENANT NOT TO SUE: The undersigned covenants that the undersigned shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against Three Wooden Crosses Cowboy Church (or their officers, directors, employees, members, agents, or affiliates) concerns, arising out of, or related to the actions, causes of actions, claims and demands hereby waived, released or discharged by undersigned.

ASSURANCES: The undersigned has full power, authority, capacity and right without limitation to execute, deliver and perform this release.

BINDING EFFECT: This waiver and release shall be binding upon the undersigned and the undersigned's spouse, legal representative, heirs, successors, and assigns. This waiver and release has been carefully read by the undersigned and the undersigned fully understand its terms and conditions and have voluntarily executed and delivered this waiver and release.

ENTIRE AGREEMENT: This waiver and release contains the entire agreement between the parties and supersedes any prior written or oral agreement concerning the subject matter of this waiver and release. The provision of this waiver and release may not be waived, altered, amended, or repealed, except by written consent of all parties. This waiver and release is only valid starting January 1, 2023 and ending December 31, 2023. The undersigned agrees to process another waiver and release each additional year.

This day _____ of _____, 2023. I, _____ (printed name) have read, understand and fully agree to the terms of this waiver and release. I am giving up substantial legal rights. I have signed this waiver and release freely, voluntarily, under no duress, without inducement, promise or guarantee. My signature is fully proof of my intention to execute a complete and unconditional waiver and release of all liability of the law. I am 18 years of age or older and am mentally competent to enter this waiver and release. If I am a parent or guardian, signing on behalf of a minor, I understand this waiver and release operates equally as to me as well as the minor on whose behalf I am signing, and I agree to assume responsibility for watching and caring for said minor's safety and guarding against all hazards, natural or man-made, whether expressly mentioned in this waiver and release or otherwise.

Participant Signature _____

Parent/Guardian Signature _____