

**DEFEAT OF JESSE JAMES DAYS
WAIVER AGREEMENT FOR RELEASE OF CLAIMS
MOUNTED SHOOTING**

Release made _____, 2011, by _____
_____ of _____
_____, City of _____, State of _____.

I hereby release and discharge the Defeat of Jesse James Days Committee, Inc., a nonprofit corporation (hereinafter referred to as the Committee); the City of Northfield, a municipal corporation (hereinafter referred to as the City), both located in Northfield, Rice County, Minnesota; from all claims, demands, and actions which the undersigned may have or which the undersigned's heirs, executors, or assigns may have against them for all personal injuries and property losses caused by, or arising out of the mounted shooting event held in conjunction with the Defeat of Jesse James Days promotion and celebration.

I acknowledge the inherent risks involved in livestock activities, including, but not limited to:

1. The propensity of livestock to behave in ways that may result in death or injury to persons on or around them, such as kicking, biting or bucking;
2. the unpredictability of livestock's reaction to things like sound, sudden movement, unfamiliar objects, persons, or other animals;
3. natural hazards such as surface or subsurface conditions; or
4. collisions with other livestock or objects.

I acknowledge being notified, pursuant to Minnesota Statute 604A.12 subd. 4, "a non-profit corporation, association or organization, or a person or other entity donating services, livestock, facilities, or equipment for the use of a nonprofit corporation, association, or organization, is not liable for the death of or an injury to a participant resulting from the inherent risks of livestock activities."

I accept responsibility for the inherent risks involved in livestock activities and mounted shooting event, including the likelihood of serious injury and death. I have read this release and understand all of its terms and accept this as adequate notice, pursuant to M.S. 604A.12 subd. 4. I voluntarily sign this release with full knowledge that I will not be able to commence an action or suit in any forum against or hold the Committee, the City, or the Rodeos liable for such injuries.

The undersigned covenants and promises not to carry on the premises live ammunition for any purpose whatsoever, including display in the gun belt.

This agreement shall be construed under the law of the State of Minnesota.

Dated: _____, 2011.

Signature of participant