

I, _____, the undersigned ("Participant") have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Prairie Rose Arena LLC, H.A.R.T, and any associated volunteers, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies) incurred on the date signed or future dates.

WARNING

UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.

A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting.

The domesticated animal may react unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects.

The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.

Participant expressly releases Prairie Rose Arena LLC and its officers, directors, agents, members and volunteers (collectively referred to as the "Representatives") and H.A.R.T, and associated volunteers, from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Prairie Rose Arena LLC or its Representatives.

Participant agrees to hold harmless, indemnify and defend Prairie Rose Arena LLC and its Representatives, and H.A.R.T, and associated volunteers, from and against any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with participant's involvement in activity sponsored by Prairie Rose Arena LLC.

Participant further agrees to indemnify, defend and hold harmless Prairie Rose Arena, its owners, employees, agents, and their respective heirs, successors and assign, and H.A.R.T, and associated volunteers, from and against any and all liability arising out of or resulting from the alleged transmission of the SARS-CoV-2 virus and resultant illness at or in connection with participant's use of the facility. Participant agrees to inform Prairie Rose Arena promptly upon learning if participant or someone in close contact with participant tested positive for COVID-19. Participant agrees to not participate or attend an event if such individual (a) has tested positive or lives with someone who has tested positive for COVID-19, (b) who has had close contact with someone who has tested positive for COVID-19, or (c) who has had symptoms of COVID-19 within 7 days of the event.

PRINTED NAME

SIGNATURE

DATE

If the Participant is a minor, the undersigned represents himself/herself to be the lawful Guardian under this Release and Hold Harmless Agreement and binds Participant to the terms hereof by his or her signature below.

PRINTED NAME

SIGNATURE

DATE