

AGREEMENT, RELEASE AND WAIVER OF LIABILITY

LADY-IN-WAITING CONTESTANT

PARTICIPANT'S NAME: _____

Age: ____ Birth Date: ___ / ___ / ___ Phone: (____) _____

Email: _____

Mailing Address: _____

PARENT(S) or LEGAL GUARDIAN(S): _____

Applicable Phone numbers of Participant and Parent(s) or Legal Guardian(s):

HEALTH INSURANCE Company: _____

Policy and/or Group No.: _____

BY SIGNING BELOW, THE PARTICIPANT AND/OR PARENT OR LEGAL GUARDIAN VERIFIES THAT THE ABOVE INFORMATION IS CORRECT AND THAT THE PARTICIPANT WILL BE INSURED UNDER A HEALTH INSURANCE POLICY IN FORCE DURING THE TIME OF THE EVENT ENTERED. READ AND UNDERSTAND THE FOLLOWING BEFORE SIGNING:

I/we, the undersigned Participant (or if Participant is a minor, Participant's Custodial Parent/Legal Guardian) (hereinafter referred to individually and/or collectively as the "Undersigned"), hereby acknowledge and agree that the Hell on Wheels Rodeo Royalty Pageant (herein referred to as the "Event") is a contest event promoted and conducted by Hell on Wheels Rodeo, Inc. and the Undersigned certify that they have the requisite legal authority to enter the Participant to compete in the Event and further acknowledge, understand and accept on behalf of the Participant, the risks, dangers, hazards and possibilities of personal injury, death or damage to the Participant or property, if any, as a result of Participant entering and competing in the Event or as a result of and in connection with the procedures and activities associated therewith.

The Undersigned further acknowledges that if the Participant is the successful candidate and is selected as the winner of the Event, that the Participant and Parent or Legal Guardian shall sign a Hell on Wheels Rodeo Royalty Contract wherein they must certify that the Participant is a female citizen of the United States and legal resident of Laramie County, State of Wyoming for at least 1 year prior to the

contest; that the Participant has not held another title in another community which accommodated participation at the state level; that the Participant has never been married, had a marriage annulled, had a child out of wedlock, or has never been or is not currently pregnant; that the Participant is between the ages of 18 and 22 on December 1 of the current year and that the Participant is of good moral character and has never been convicted of any criminal offense (including in juvenile court) other than a minor traffic violation, and that there are no criminal charges pending against Participant at this time. Furthermore, the successful candidate may not maintain cohabitation with a male outside immediate family members nor enter into a domestic partnership living arrangement during her reign.

The Undersigned further acknowledges that if the Participant is the successful candidate and is selected as the winner of the event that the Participant and Parent or Legal Guardian shall sign a Hell on Wheels Rodeo Royalty Contract wherein, she/they will be releasing or allowing the release of any and all records, including medical records, that Hell on Wheels Rodeo may deem necessary to verify the certifications, above-stated, and included therein.

In consideration for Visit Cheyenne. accepting the Participant to enter and participate in the Event, the Undersigned, being duly authorized, hereby agree to irrevocably and forever release, discharge and hold harmless Visit Cheyenne, (including but not limited to its directors, committee persons, agents, contractors, guests, sponsors, members, employees, invitees, successors, assigns, or other persons or participants who may have a connection or an association with the Event, and all procedures and activities associated therewith), from any and all legal claims or legal liability of any kind, nature and description, including but not limited to property damage, bodily injury or death suffered or sustained by said Participant. Nothing in this waiver shall be interpreted or construed to waive Visit Cheyenne's assertion of governmental immunity.

The Undersigned agrees to personally assume all risks of the Participant, including her heirs, personal representatives, administrators, successors and assigns, in connection with the Event or any aspect thereof for any harm, injury, death or damage to the Participant, her parent(s) or legal guardian(s) their property, whether foreseeable or unforeseeable; and further, agrees and covenants that the Undersigned shall not now or at any time in the future, directly or indirectly, commence or prosecute an action, suit or other proceeding against Visit Cheyenne, and all other parties and entities referred to and included by reference hereinabove in the previous paragraph; and, that this Agreement, Release and Waiver of Liability shall be binding upon the Undersigned, her heirs, personal representatives, administrators, successors and assigns.

The Undersigned grant and forever release to Visit Cheyenne, all rights, use and any title for any photographs used or taken in connection with the Event and that such pictures may be used publicly for advertising and promotion purposes.

IN WITNESS WHEREOF, the Undersigned have read, understood, and accepted and agreed to this entire Agreement, Release and Waiver of Liability.

Participant

Date

PARENT(S) OR LEGAL GUARDIAN(S) MUST SIGN if Participant is under the age of 18 years or if Participant is subject to any other legal limitation requiring parental or legal guardian approval and authorization.

Parent(s) or Legal Guardian(s)

Date

Parent(s) or Legal Guardian(s)

Date