

USE CONTRACT FOR SHEEP STAND/SHEARS

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement

In consideration of being allowed to use the equipment provided by Flathead 4-H Extension and Flathead Sheep Committee, the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree to the fullest extent permitted by law, as follows:

- 1) TO ASSUME ALL RISKS associated with the handling of animals and the use equipment in shearing lambs, even those risks caused by faulty equipment or lack of training administered to the user. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks associated with animal handling and shearing equipment, which may be both foreseen and unforeseen and include serious physical injury and death to the lamb and serious injury to the equipment user.
- 2) TO RELEASE the owner, affiliates, operators, and agents from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her use of the Equipment. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the owners, affiliates, operators, and agents to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 3) TO BE HELD LIABLE in the case of any damage caused to the Equipment during travel, use, storage, etc, the Participant and his/her parent(s) or legal guardian(s) understand that they are responsible for monetary compensation for either the replacement or repair of the Equipment. The Participant is also under the understanding that they are responsible to report any problems associated with the Equipment that occurred under their care and that they are thus responsible for any damages found between the point of equipment check out and the inspection upon the return of said equipment.

Personal Responsibility

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from using the equipment and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant's use of equipment is voluntary and further understand that they have the opportunity to inspect the Equipment before use.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules and instructions of the Equipment and that he/she can minimize his/her risk of injury and injury to their animal by doing so and through the exercise of common sense and by being aware of his/her surroundings.

The Participant and his/her parent(s) or legal guardian (s) understand that the knowledge of proper use and handling of the equipment is the full responsibility of themselves and the owner is at no obligation to be held liable for harm or damage to either the Equipment or the participant/animal from misuse or lack of knowledgeable handling.

If, while using the Equipment, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or malfunction, which they believe jeopardizes the user's personal safety or that of others/animals, the user and/or his/her parent(s) or legal guardian(s) will remove the animal from the equipment and stop the use of all equipment and shall also bring said hazard or malfunction to the attention of the owner.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the owner in any proceeding. I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

The U.S. Department of Agriculture (USDA), Montana State University and the Montana State University Extension prohibit discrimination in all of their programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital and family status. Issued in furtherance of cooperative extension work in agriculture and home economics, acts of May 8 and June 30, 1914, in cooperation with the U.S. Department of Agriculture, Jeff Bader, Director of Extension, Montana State University, Bozeman, MT 59717

By signing below, I agree to accept liability for the equipment listed below. I understand that should any damages occur while the equipment is in my possession, I will be held fully responsible and liable for the full amount of the repairs/replacement of the equipment.

Date Out	Item	Name	Signature	Phone	Date In

