



EAGLE COUNTY FAIRGROUNDS

Agreement for use of the Indoor Arena – Eagle River Center

- To use the Indoor Arena (the “Arena”) at the Eagle River Center, online booking is available at www.eaglecounty.us/facilities to schedule time. For additional information contact the Facilities office at 970-328-8880.
- Eagle County reserves the right to cancel riding or other events to schedule large events. If cancellation is necessary, advanced notice will be given.
- The individual making the reservation (“User”) will receive a badge for entry to the Arena at the Facilities Management office located 590 Broadway Eagle, CO 81631. The badge will have access turned on for the scheduled date/time of use only.
- A one-time non-refundable fee of \$25.00 will be collected from the User to process the badge to the Arena. There will be a \$10.00 fee for replacement of badges.
- A damage deposit (as outlined below) will be charged to riders/users *per season* (weather dependent, typically November 1 – March 31). The damage deposit will be returned after the end of the season, subject to any deductions for cleaning or damage to the Arena. If it is necessary for Eagle County staff to clean the Arena after use, User will be charged at a rate of \$50 per hour plus any costs incurred to repair any damage sustained to the Arena following an event or use. User will be notified immediately if fees for cleaning or damage are assessed.

Arena Use Types (circle one):	Rider (up to 4 horses) Baseball Barrel Racing Activity	Riding Club Horseshoe Club Other _____	Roping Activity Archery Club
Seasonal Deposit: Rider (up to 4 horses)= \$50; Riding Clubs (over 4 horses) = \$100; Roping or Barrel Racing Activity = \$300; Baseball = \$50; Horseshoe or Archery Clubs = \$50; Other = _____			
User Fee: 2 hour min /4 hour max			
Rider & Riding Clubs = \$20/hour every 4 horses; 4H Youth Rate flat fee = \$30 per User; Small Commerical (Lessons) \$100 flat fee -4 hour max up to 4 horses			
Roping or Barrel Racing Activity = \$100 flat fee – 4 hours; Horseshoe/Archery Clubs = \$20/hour; Baseball = \$20/hour; Other = _____			

To keep the Arena in good condition, please follow the Safety and Facility Rules set forth below in order to maintain usage privileges. As the User and on behalf of all other individuals, guests, invitees, attendees, participants and members (hereinafter collectively “Group Member(s)”) I agree that I have reviewed this document with each Group Member and agree for myself and all Group Members to be bound by the Eagle County Fairground Policy and Procedures Manual, related Rules and Regulations and the attached Eagle County Facilities Agreement Rider (Warning and Acknowledgement of Risk, Release of Liability, Waiver of Certain Legal Rights and Indemnity Agreement) and agree to comply with the same. The foregoing information can be found at www.eaglecounty.us/Facilities/Fairgrounds.

Safety and Facility Rules

- Check the Arena before your scheduled time. If there is anything out of order, please contact Facilities Management at 328-8880 or after hours at 987-2239.
- Do not tie horses to panels around the Arena.
- No glass** containers or **smoking** are allowed in the Arena.
- Use overhead door to enter with horses.
- Livestock other than horses are not allowed in the Arena without the prior written permission of the Fairgrounds Manager. Overnight boarding of animals is not permitted in the Arena.
- Vehicles are not allowed inside the Arena without the prior written permission of the Facilities Management Supervisor.
- Pick up all manure INDOORS and OUTDOORS and dispose of in designated area.
- Dispose of all trash.
- Return all equipment barrels, etc. to their proper storage place.
- Turn off all lights and lock the doors to the Arena after use.

Notifications

This Facility is monitored for security by video surveillance equipment.

Acknowledgement

I UNDERSTAND AND AGREE THAT I AM VOLUNTARILY USING THE ARENA. I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY AGREE TO THE TERMS OF THIS AGREEMENT AND THE ATTACHED RIDER (WARNING AND ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, WAIVER OF CERTAIN LEGAL RIGHTS AND INDEMNITY AGREEMENT). By my signature below, I agree that I am eighteen years of age or older and that I am authorized to accept the terms and conditions of this Agreement and the attached Rider for myself and all Group Members, including any minors.

USER:

Print Name: _____

Signature: _____ Date: _____

Phone#: _____ Email: _____

Deposit Amount Collected: _____

FM Staff: _____

EXHIBIT A

EAGLE COUNTY FAIRGROUNDS FACILITIES AGREEMENT RIDER

PLEASE CAREFULLY READ THE FOLLOWING:

BY MAKING A RESERVATION FOR ANY OF THE FAIRGROUND FACILITIES AND/OR EXECUTING AN AGREEMENT FOR USE OF ANY OF THE FAIRGROUNDS FACILITIES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THE FOLLOWING WARNING AND ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, WAIVER OF CERTAIN LEGAL RIGHTS AND INDEMNITY AGREEMENT.

The Eagle County Fairground facilities include the following:

1. Eagle River Center (Indoor Arena)
2. Exhibit Hall/North Lawn
3. Stall Barn
4. Stalls at Eagle River Center (Green Stalls)
5. Outdoor Holding Pens
6. Outdoor Warm-up/Practice Arena
7. Pro-Rodeo Arena and Grandstands
8. Lower Field and Disc Golf Course
9. Fairgrounds Office

each individually a "Facility" or any combination thereof shall hereinafter be referred to as the "Facilities".

As the individual making the reservation (hereinafter "Primary User") and on behalf of all other individuals, guests, invitees, attendees, participants and members (hereinafter collectively "Group Member(s)") you agree that you have reviewed this document with each Group Member and agree for yourself and all Group Members to be bound by this WARNING AND ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, WAIVER OF CERTAIN LEGAL RIGHTS AND INDEMNITY AGREEMENT.

WARNING
INHERENT RISKS
AND
ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

I, the Primary User, and my Group Members, if any, acknowledge there are inherent risks associated with equine activities, sporting and other recreation type events and hereby expressly assume all risks associated with participating in such activities.

The inherent risks include, but are not limited to, the propensity for equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to

such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; danger from bats, balls, arrows, horseshoes or the like; the limited availability of emergency medical care; and the potential for me or a Group Member to act in a negligent manner that may cause or contribute to injury to me as the Primary User or to Group Members.

1. I/We have read the information provided by Eagle County or through Primary User concerning the use of all or a portion of the Facilities.
2. I/We also acknowledge that Eagle County Facilities Management staff is available to more fully explain to me/us the risks, hazards and dangers of use of all or a portion of the Facilities.
3. I/We are familiar with Eagle County Fairground Policy and Procedures Manual and related Rules and Regulations and agree to comply with the same. The foregoing information can be found at www.eaglecounty.us/Facilities/Fairgrounds.
4. I as the Primary User accept responsibility for the conduct of my Group Members.

I/WE AM/ARE VOLUNTARILY USING ALL OR A PORTION OF THE FACILITIES WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY TO PERSON OR PROPERTY, INCLUDING BUT NOT LIMITED TO PARALYSIS OR DEATH.

RISK OF LOSS, RELEASE AND WAIVER OF LIABILITY
AND
INDEMNIFICATION

During the time that animals, if any, are on the Fairgrounds property, Eagle County shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by the animal(s) or any other cause of action, whatsoever, arising out of or being connected in any way with the use or boarding of said animal(s). This includes, but is not limited to, any personal injury or disability the animal(s), animal's owner or Group Members, may receive on the Fairground property.

Further, Eagle County shall not be liable for any theft, loss, disappearance or damage to the Primary User's or Group Members' personal property including but not limited to balls, bats, helmets, bows, arrows, horse shoes, equipment, tack or other property stored at any of the Facilities. Any property that is used, kept or stored at any of the Facilities is at the owner's sole risk and Primary User and its Group Members hereby waive any and all claims against Eagle County for such theft, loss, disappearance or damage.

Primary User and Group Members understand and agree that they are voluntarily using the Facilities with knowledge of the dangers of equine activities and agree to accept any and all risk of injury or death associated with such activities.

UNDER COLORADO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE

INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUTES.

UNDER COLORADO LAW, A LLAMA PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN LLAMA ACTIVITIES RESULTING FROM INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUTES.

I/We for ourselves, our heirs, successors, executors and subrogors, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS, EAGLE COUNTY**, its elected officials, directors, officers, agents, employees, volunteers and insurers from and against any and all claims, actions, causes of action, liabilities, suits, expenses and demands, (including court costs, reasonable attorneys' fees and expenses) due to injuries, losses or damages of any kind or any nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me/us or my/our property as a result of my/our use of all or a portion of the Facilities, Primary User's or a Group Member's event, County's Rental, Boarding or Use Agreement(s), the boarding of any animal(s), or from any damage or injury caused by the Primary User's or a Group Member's animal(s), or if any injury, loss or damages is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake, negligence or other fault of the Primary User, a Group Member, any officer, employee, representative, volunteer, or agent of the Primary User or any Group Member, anyone directly or indirectly employed by the Primary User or any Group Member or any one whose acts the Primary User or any Group Member may be liable; and the Primary User shall reimburse the County for all costs and expenses incurred by it in connection with investigating or defending any such loss, claim, damage, liability or action.

As the Primary User, I agree to save and hold harmless, indemnify, and forever defend Eagle County, its elected officials, directors, officers, agents, employees, volunteers and insurers from and against any claims, actions, causes of action, liabilities, suits, expenses and demands, (including court costs, reasonable attorneys' fees and expenses) made or brought by any Group Member or brought by anyone on behalf of said Group Member, including minors, who has not received or otherwise agreed to this Warning and Acknowledgement of Risk, Release of Liability, Waiver of Certain Legal Rights and Indemnity Agreement, as a result of said Group Member's use of any of the Facilities.

I/We for myself/ourselves, my/our heirs, my/our successors, executors and subrogors, further agree not to sue Eagle County, Colorado as a result of any damage, injury, paralysis or death suffered in connection with my/our use of all or a portion of the Facilities. This release is intended to be a comprehensive release of liability but is not intended to assert defenses which are prohibited by law.

Nothing herein shall be deemed a waiver of any rights available to Eagle County, Colorado under the Colorado Governmental Immunity Act or other applicable law.

If any portion of this warning and acknowledgement of risk, release of liability, waiver of certain legal rights and indemnity agreement is found to be invalid or unenforceable, the remaining portions shall remain in full force and effect.

I/WE UNDERSTAND AND AGREE THAT I/WE ARE VOLUNTARILY USING THE FACILITIES. I/WE HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY AGREE TO THE TERMS OF THIS AGREEMENT. By my signature below, I agree that I am eighteen years of age or older and that I am authorized to accept the following terms and conditions for myself and all Group Members including any minors.

Printed Name

Signature

Date