



Arena Use Agreement

**Franklin County Saddle Club
2801 Road 60
Pasco, WA 99301**

1. INTRODUCTION

1.1. All references in this written Agreement to “parties” shall mean FCSC and the Participant. The Participant wishes to use the arena/s and or trail course located at the Property (the “Facilities”) for the purpose of personal riding and/or training the horse owned or leased by the Participant. FCSC is willing to permit the Participant to use the Facilities on the terms and conditions contained in this Arena Use Agreement. The Participant acknowledges that he or she has read this Arena Use Agreement and understands and agrees to be bound by the terms of this Arena Use Agreement. In Addition, it is imperative that the Arena Usage Agreement form has been signed and payment remitted to FCSC by the participant.

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants hereinafter contained, the parties agree as follows:

2. USE OF FACILITIES

2.1. Facilities Use. The participant shall be permitted to utilize the riding arenas, trail course located on the Property but only in accordance with the terms set forth in this Agreement.

2.2. Fee. The Participant shall pay FCSC a fee of \$25 per individual rider and up to two (2) horses within the timeframe of up to two (2) hours for use of the Facilities, which amount shall be due and payable prior to each and every visit which the Participant utilizes the Facilities. The Fee is subject to change.

3. EQUIPMENT

3.1. Use of Equipment. The Participant shall provide all equipment necessary for the riding, driving or other recreational or competitive use of the Horse. In no event shall the Participant utilize any equipment owned by FCSC including any and all stalls.

3.2. Equipment Forbidden. Although FCSC has not undertaken to inspect or approve any equipment and has no obligation whatsoever to do so, in the event that FCSC shall deem any equipment utilized or owned by the Participant to be unfit for use on the Horse or horses in general, inhumane, in dangerous disrepair or otherwise detrimental or dangerous to the Horse, any animal or person at FCSC or to FCSC in general, FCSC shall have the right to demand that such equipment be removed immediately from the Property and that the Participant not utilize the equipment while on the Property.

3.3. Injury Caused by Equipment. The Participant acknowledges and understands that the equipment used in connection with the Horse, including but not limited to saddles, bridles, bits, brushes, combs, boots, martingales, reins and whips are each given to wear and tear. The Participant agrees to use the utmost care at all times while at FCSC and that he or she shall carefully inspect the equipment for evidence of defects or breakage. In no event shall FCSC be held liable for any injury or death caused by any defect in any such equipment.

3.4. Helmets. The Participant hereby acknowledges that it has been warned of the dangers involved in failing to wear protective headgear and that FCSC STRONGLY URGES all individuals to wear ASTM-SEI approved protective headgear at all times and, particularly, when mounted. The Participant hereby specifically remises, releases and forever discharges and by this Agreement does for him or herself and his or her heirs, executors and administrators, remise, release and forever discharge FCSC of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant resulting from or aggravated by the failure of the Participant to wear protective headgear.

4. EMERGENCY SERVICES

4.1. Medical. In the case of any injury or apparent injury to the Participant while at FCSC, the Participant hereby authorizes FCSC and any agent, officer, director, manager and/or partner thereof, to seek medical care and attention for the Participant, including but not limited to arranging for an ambulance to take the Participant to any medical care facility, transporting the Participant to any medical care facility and consenting to treatment, medication and/or surgery for the Participant. The Participant acknowledges that he or she shall be solely responsible for the payment of any medical costs and expenses incurred on behalf of the Participant and hereby indemnifies and agrees to hold FCSC harmless for any costs incurred by it on behalf of the Participant.

4.2. Veterinary. In the event of any injury to or illness of the Horse at any time while utilizing the FCSC facilities, the Participant hereby authorizes FCSC to undertake any veterinary care it may deem necessary or advisable under the circumstances, including but not limited to: providing emergency first aid and care to the Horse, contacting a veterinarian, transporting the Horse to any veterinary hospital or clinic, consenting to surgery, medication or any other procedure deemed necessary or advisable by FCSC under the circumstances. The Participant hereby acknowledges that he or she shall be solely responsible for the costs of any such care, medication, services, advice and the like related to veterinary care for the Horse and agrees to indemnify and hold FCSC harmless from and against any costs incurred by it for the benefit of the Horse. In addition, the Participant hereby releases FCSC from and against any and all liability for any injury or damage to the Horse caused by FCSC's failure to take any action or election to pursue any course of action which FCSC deemed reasonable under the circumstances given the facts known to it at the time such decision was made.

5. CONDITION OF THE LAND

The Participant understands and acknowledges that he or she may be present in the arenas, trail course and other land located at FCSC (collectively, the "Land") that each area presents certain hazards of which FCSC may be or should be aware and the Participant specifically agrees to hold FCSC harmless from any injury or death rising from the conditions of the arena/s or the Land. FCSC has not undertaken to inspect the Property for hazards which may exist on the Land and has not undertaken to warn the Participant of any hazards which may exist on the Land. It shall be the Participant's sole responsibility to carefully inspect the Land for any hazards prior to undertaking any activity thereon.

6. REPRESENTATIONS AND WARRANTIES

The Participant hereby makes the following representations and warranties to FCSC which shall survive the termination of this Arena Use Agreement and upon which FCSC is hereby authorized to rely:

6.1. No Knowledge of Dangerous Propensities. The Participant is not aware that the Horse has any dangerous propensities or any conditions or characteristics which would make the Horse unusually dangerous to ride or work with or around.

6.2. No Contagious Diseases or Conditions. The Horse does not have any diseases or conditions which could be transferred to any other horse, animal or person. The Participant will never bring any animal onto the Property which has any contagious disease (whether or not such disease has been treated or is considered "inactive").

6.3. Use of the Horse. The Participant will not: **(i)** ride or otherwise use any horse, whether owned by the Participant or another, in any activity which is beyond the Participant's ability to engage in safely; **(ii)** use any horse whether owned by the Participant or another in any activity or for any purpose if the Participant is unable to safely manage, control and ride such horse; **(iii)** allow any person to use any horse owned, leased or under the care, custody or control of the Participant in any activity or for any purpose if such person is unable safely to ride or manage such horse; **(iv)** allow any person to ride or work with or around any horse owned, leased or under the care, custody or control of the Participant without first determining such person's competency to ride and/or work with and around such horse; **v.** stallions will be handled by individuals older than 18 years of age.

7. RULES AND REGULATIONS

7.1. Initial Rules and Regulations. The Participant agrees to abide by all rules established by FCSC, including but not limited to the following:

- a)** Any and all persons riding, training and/or working with or around the Horse shall be required to execute FCSC's Release and Indemnification Agreement, a copy of which shall be provided to the Participant at the Participant's request;
- b)** The club shall be open from 6:00 AM to 9:00 PM daily. The Participant is expected to respect the privacy of the individuals residing at and near FCSC and to be at FCSC only during those times when it is open for business;
- c)** The Participant may not bring any instructor, coach or trainer to the Property without the prior consent of FCSC.

- d) All dogs must be kept on a leash or tied up in a place so as not to be annoying or detrimental to any horse, rider or other persons.
- e) Any and all minors riding the Horse shall at all times while mounted wear hard soled boots with a heel (minimum of one (1) inch) and an ASTM-SEI riding helmet with chin strap securely fastened. FCSC may require any person who fails to comply with such requirements to immediately dismount the Horse and not remount until he or she is properly outfitted;
- f) The Participant shall clean up after their horse/s. This includes picking up manure and hauling it out.

7.2. Additional Rules. FCSC may issue such additional rules as it deems necessary or advisable at any time and from time to time. Such rules shall be posted at FCSC or provided to the Participant and it shall be the Participant's sole responsibility to be familiar with and comply with all such rules at all times. Please note the grounds rules posted in the main arena.

8. RELEASE AND INDEMNIFICATION

8.1. Personal Injury. The Participant acknowledges that he or she has been warned about the risks related to equine activities and is familiar with the Horse. The Participant has had the opportunity to ask questions of FCSC and is satisfied that he or she understands the risks involved in equine activities. By his or her execution of this Arena Use Agreement, the Participant agrees to be bound by and comply with the terms hereof and acknowledges that the Participant wishes to engage in equine activities despite the risks and potential dangers involved. The Participant has not relied on any representations of FCSC not clearly stated herein. The Participant acknowledges and understands that there are dangers and risks which are an integral part of equine activities, as further described in RCWA 4.24.530 – 540 including but not limited to: (a) the propensity of equines to behave in ways that may result in injury, harm or death to persons on or around them; (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; (c) certain hazards such as surface conditions and subsurface conditions; (d) collisions with other equines and objects; and (e) the potential of the Participant to act in a negligent manner that may contribute to injury to him or herself or others, such as failing to maintain control over the animal or not acting within his or her ability. FCSC shall not be liable for any injury to or death of the Participant resulting from the inherent risks of equine activities, as described herein and RCWA 4.24.530 - 540. The Participant hereby remises, releases and forever discharges and by this Agreement does for him or herself and his or her heirs, executors and administrators, remise, release and forever discharge FCSC of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant resulting from the inherent risks of equine activities.

8.2. Damage Caused by the Participant or the Horse. The Participant hereby agrees that he or she shall at all times while riding or working with, on or around the Horse and at all times while at FCSC exercise the utmost care. The Participant agrees that he or she shall be liable for, and hereby indemnifies and holds FCSC harmless against, any damage done, directly or indirectly, by the Horse and/or the Participant to any animal at FCSC, any person or property and any of FCSC's equipment.

9. TERMINATION

9.1. Termination. FCSC may terminate this Arena Use Agreement with or without cause, at its sole option, at any time upon notice to the Participant. The Participant shall not be entitled to any refund of the fee if: (a) FCSC determines, in its sole and unreviewable discretion, that the Horse or the Participant poses a danger to FCSC or any person or animal affiliated therewith; (b) the Participant fails to pay any amounts when due; (c) the Participant fails to abide by the rules of FCSC; or (d) the Participant fails in the performance of any term, condition, representation or warranty contained herein. In all other events, the Participant shall be entitled to a prorated refund of the Fee.

10. MISCELLANEOUS

10.1. Nature of Agreement; License not Lease. This Arena Use Agreement is, and at all times shall be construed as, a non-exclusive, revocable license to utilize the Facilities in common with others. No lease is intended by either party hereto and under no circumstances shall FCSC ever be required to institute eviction proceedings to remove the Participant from the Property. The Participant shall have no possessory interest in the Property or the Facilities.

10.2. Entire Agreement; Modification. This instrument constitutes the entire agreement of the parties. The Participant and FCSC represent that they have not relied on any representations, promises, writings or other materials which are not set forth herein.

10.3. Waiver of Consortium Claims. If the Participant is a married person, the undersigned spouse by the execution hereof, remises, releases and forever discharges for him or herself and his or her heirs, executors and administrators, FCSC of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant, including but not limited to actions for loss of consortium.