

# **ARENA RENTAL AGREEMENT**

1. I, \_\_\_\_\_, the undersigned, hereinafter referred to as Licensee, has read and understands, and freely enters into this Arena Rental Agreement with Thunder Mountain Stables (TMS), its owners and agents.

### 2. RENTAL FEE & SELECTION:

Non-Boarders		<u>Select</u>
Per Hour, Non-Exclusive Use	\$ 15	
Per Hour, Exclusive Use of Full Arena	\$ 50	
Per Day, Non-Exclusive Use	\$ 25	
Monthly (max 3 times/week)	\$ 50	
<u>Boarders</u>		
Per Hour, Exclusive Use (Parties, etc.) or	\$ 20	
\$50 for up to four hours	\$50	

(Reservation and payment due no less than 48 hours in advance of use.)

### 3. RENTAL PERIOD

This agreement exists \_\_\_\_\_in perpetuity (or until modified by TMS or Licensee), \_\_\_\_\_for the specific date(s) of \_\_\_\_\_\_.

# 4. SPECIAL EXCEPTIONS FOR BOARDERS

In the event of conflict between this agreement and an active and valid TMS Equine Boarding Agreement, the later shall take precedence.

# 5. RULES & REGULATIONS

Licensee agrees to abide by all rules and regulations contained herein or posted on TMS facilities and grounds. Specifically, Licensee is required to clean up after use and leave the grounds in a condition similar to that as received – including picking up horse droppings and placing in a nearby muck bucket. TMS reserves the right to terminate this agreement and retain fees in the event of wanton violation of TMS rules and regulations. In the event of termination for cause guest may be asked to leave TMS grounds and facilities immediately.

## 6. HOURS OF OPERATION / ACCESSABILITY TO FACILITIES

Licensee may use the TMS arena and facilities daily from <u>6AM to 10PM</u>. Use of facilities shall include the arena, jumps, barrels, round pen, lounge, restroom, water, electricity, parking and provided tools and grooming supplies. Temporary (i.e. less than one hour) use of an assigned stall is also permitted.

TMS facilities are located on private land coincident with owner's residence. As such, owners expect reasonable peace and privacy at all times. While "family activities" and "controlled parties" are encouraged, TMS expects Licensee to exercise good judgment with respect to noise and disorderly conduct. Any individuals who, in the opinion of TMS staff and owners, violate this request will be asked to leave premises.

# NOTE: TMS FACILITIES ARE A <u>"SMOKE-FREE ENVIRONMENT"</u> AT ALL TIMES. ANYONE FOUND SMOKING ON TMS PROPERTY WILL BE ASKED TO LEAVE IMMEDIATELY!

### 7. SAFETY & RELEASE FROM LIABILITY

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU, OR YOUR CHILD'S, PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT TMS FACILITIES, INCLUDING INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF TMS STAFF AND/OR OWNERS. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

A) **Helmets & Safety Gear** – By initialing and signing below, you understand that it is the recommendation of TMS to wear an approved riding helmet and utilize safety gear appropriate to your level of experience while on a horse. Those under the age of 18 are required to wear approved helmets. You accept full responsibility for accidents or injury to yourself, family members or guests you host. Initial:

B) **Horses Are Inherently Dangerous** – By initialing and signing below, you understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, you expose yourself, family and hosted guests to dangers both known and unknown. Horses are large, unpredictable animals, which may be dangerous no matter how much training they have, no matter what level of experience you have, and no matter what the situation. You agree and understand that TMS cannot control the horses it boards, and that you shall release and hold harmless TMS staff, owners and other boarders and guests from any injury arising out of or related to equine activities at TMS facilities. Initial:

C) **Responsibility For Your Own Conduct & That of Your Horse(s)** – By initialing and signing below, you understand that you, your family or hosted guests will ride your own Horse(s) and will conduct yourself, at your own risk, while on TMS property.

Initial:

D) **Release & Waiver Of Liability & Assumption Of Risk** - By initialing and signing below, you agree and warrant to assume full responsibility for yourself, family or hosted guests that you may bring to TMS facilities and will not hold liable TMS staff, owners or other boarders, guests or agents. Initial:

E) **Death Or Injury to Horse(s)** - By initialing and signing below, you agree that TMS staff, owners, agents, boarders and guests shall not be held responsible for sickness, injury or death of Horse(s) absent active negligence on their part. You understand that TMS does not carry any form of insurance on any horse(s) not owned by TMS, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse(s), or for any other reason, for which the horse(s) is/are in the possession of TMS, are to be borne by Boarder.

Initial:

F) **Hold Harmless, Defend & Indemnify** - By initialing and signing below, you agree to defend, indemnify, save and hold harmless TMS staff, owners, agents, boarders and guests from and against any loss, liability, damage, attorney's fees, or costs that they may incur arising out of or in any way connected with Boarders use of, or presence at, TMS facilities, Horse(s) conduct, Boarders use or access to Horse(s), or Boarders or their agents actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of subject matter of this Agreement. Initial:

G) **Costs, Attorneys' Fees & Expenses** - By initialing and signing below, you agree that any legal actions brought in connection with the Agreement, arising out of this Agreement, or arising out of any activity of Horse(s), Boarder, their family or hosted guests or agents, the prevailing party shall be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party. For the purpose of this Section, "expenses" shall include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements.

Date

Initial:

Individual / Parent / Guardian Signature

TMS Agent Signature

Date