

Duchesne County Centennial Event Center

Release, Waiver of Liability, and Indemnity Agreement

In consideration and as a condition of being permitted to enter upon, use and remain upon the premises and facilities of the Duchesne County Centennial Event Center (hereinafter "Event Center"), owned and operated by Duchesne County, the undersigned acknowledges, confirms and agrees as follows:

1. SCOPE OF USE: The undersigned agrees that he/she/they will enter upon, use, and remain upon the premises only for the purposes stated in the Duchesne County Centennial Event Center Application (hereinafter "Application"). Duchesne County has the right to remove undersigned from the premises if such activities are outside the purpose states within the Application. This Agreement, except otherwise noted, shall expire upon the completion of the activities contained within the scope of the Application.

2. ASSUMPTION OF RISK AND WAIVER: Equestrian activities, livestock activity, swine activity, or any other animal or relates activity (hereinafter "equestrian activities"), are inherently dangerous and may result in death or serious injury to a participant or animal. The inherent risks associated with equestrian activities, include but are not limited to, (a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or persons and animals around them; (b) the unpredictability of the animal's reaction to outside stimulations such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) collisions with other animals or objects; or (d) the potential of the animal to not act within his or her ability. Duchesne County is not responsible for death or injury to any participant or animal involved in an equestrian activity caused by or arising out of the inherent risks of equestrian activities. This provision both informs the undersigned and binds him/her/they from alleging any liability in relation to any equestrian activity because of the risks involved with such activity.

Under Utah Code Ann. § 78B-4-202(2), as amended, provides participants the right to seek damages against any equine activity sponsor, equine professional, equine livestock activity sponsor, or livestock professional for any injury or death arising from the inherent risks associated with equine activities when the following occur: (a)The sponsor or professional provided the equipment or tack and because of the sponsor or professional's negligence, the equipment or tack failed; (b)The sponsor or professional failed to make reasonable efforts to determine whether the equine or livestock could behave in a manner consistent with the activity with the participants; (c)The sponsor or professional owns, leases, rents, or is in legal possession and control of land or facilities upon which the participant sustained injuries because of dangerous condition which was known to or should have known to the sponsor or professional and for which warning signs have not been conspicuously posted; (d)The sponsor or professional commits an act or omission that constitutes negligence, gross negligence, or willful or wanton disregard for the safety of the participant and that act or omission causes the injury; and (e)The sponsor or professional intentionally injures or causes the injury to the participant. **The undersigned acknowledges and waives the right to seek damages under Utah Code Ann. § 78B-4-202(2)(a)-(d) or other public policy argument in any legal proceedings.**

3. RELEASE: The undersigned hereby agrees to release, waive, and discharge any claim for liability the undersigned has or may have against Duchesne County and its officers, employees, agents, representatives, and volunteers arising from any injury or death to the undersigned or affiliated individuals or their animals, or arising from damage to the undersigned or affiliated individual's property, due to entry, use, and presence of the undersigned on, or within the premises of the Event Center form the engagement or participation of the undersigned in said activity or event.

4. SERVABILITY: A declaration by any court, or any other binding legal authority, that any provision or part of a provision of this Agreement is illegal, unconscionable, or void shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.

5. BINDING ENFORCEMENT: The undersigned, the undersigned's officers, agents, employees, and volunteers, the undersigned's subcontractors or sub-consultants, contestants, sponsors, and any other person affiliated with or has obtained access to or use of the Event Center in capacity, including the above parties successors, assigns, executors, administrators, heirs and estates. If a legal guardian signs for a minor, the legal guardian and minor shall be bound by this Agreement.

Participant or Legal Guardian (if under 18): _____

Date: _____

DUCHESNE COUNTY CENTENNIAL EVENT CENTER - RIDING PASS AGREEMENT

60 WEST 400 SOUTH DUCHESNE, UTAH 84021

(435)738-1164

| TYPE | OPEN RIDE PASS |
|--|--|
| Individual | \$100 |
| Couple | \$150 |
| Family(up to 4 members)children under 17 | \$250 |
| Single Day Pass | \$15 per person |
| Six Month Pass | \$50 Per Person/\$80 per Couple/\$175 Per Family |

Primary Pass Holder: _____

Date: _____

Address: _____

Date: _____

Email: _____

Phone: _____

Emergency Contact: _____

Phone: _____

I/WE AGREE TO THE FOLLOWING CONDITIONS:

1. Riding passes are not transferable.
2. Riding passes shall be visible displayed during publice riding times.
3. Duchesne County will not be responsible for lost or stolen valuables.
4. I/We personally assume all risk of damages resulting from accidents or injuries sustained while on the premises of the Duchesne County Event Center. I/We will be liable for the total amount of damages to Duchesne County Event Center and its premises, regardless of whether it was caused by my sole or partial negligence-joint and several liability.
5. All regulations of the Duchesne County Event Center will be followed.
6. My pass card will be canceled and riding privileges suspended for allowing anyone else to use it.
7. No cattle shall be used durning open pass riding times.
8. Any obstructions, barrels, poles, etc. placed in the arena during riding times must be removed before leaving the arena.
9. No horses shall be left unattended in any building or arena without prior approval from the Event Coordinator.
10. Open pass riding schedule is subject to change without notice.
11. Duchesne County Centennial Event Center schedule can be found on our website at <http://www.duchesneevents.com>
12. Duchesne County Centennial Event Center reserves the right to ask patrons to leave the premises due to behaviour of pass holder or persons affiliated with.
13. Children under 12 are not allowed without a parent or guardian, Children 13-17 must have a permission slip to ride alone.
14. I/We agree to clean up after my horse(s), manure, hair, or any other mess that may occur during use of arena.
15. No alcohol or smoking is allowed inside the building or within 25 feet.
16. Users will remain in the arena area and are not allowed in any other areas of the Event Center.
17. I/We acknowledge and agree to the attached Release, Waiver of Liability, and Indemnity Agreement.

I/WE HAVE READ THE ABOVE TERMS AND CONDITIONS AND AGREE TO ABIDE BY THEM DURING THE TERM OF THIS AGREEMENT AND ANY RENEWALS THEREOF:

Primary Pass Holder Signature: _____

Date: _____

Relationship to Minor's: _____

AS THE LEGAL PARENT OR GUARDIAN OF THE FOLLOWING JUVENILES, I VERIFY THAT THEY ARE UNDER 18 YEARS OLD AND HEREBY GRANT PERMISSION FOR THEIR PARTICIPATION OF EQUINE ACTIVITIES AND ACKNOWLEDGE THE HAZARDS AS EXPLAINED INT THE AGREEMENT OF THE REVERSE SIDE OF THE CONTRACT.

| Name: | Date of Birth: |
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