



Paso Robles Event Center

2019 EQUESTRIAN ARENA USE AGREEMENT

Exhibit A

1. INTRODUCTION

1.1. This Agreement is made as of this [redacted] day of [redacted] 2019 by and between the Paso Robles Event (PREC) and the participant, the "participant" desires to secure from PREC certain rights and privileges and to obtain permission from the Paso Robles Event Center to use the PREC premises beginning on [redacted] and ending on 12/31/2019.

[redacted], an individual residing at

[redacted]

Cell Phone Number [redacted] E-Mail [redacted]

All references in the within Agreement to "parties" shall mean Paso Robles Event Center and the Participant. The Participant wishes to use the facilities located at the Property (the "Facilities") for the purpose of riding and/or training the horse owned or leased by the Participant or any student or client of the Participant (the "Horse") and Paso Robles Event Center 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. Participation is limited to space designated by State.

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 designated indoor riding arena (s), and designated outdoor riding areas located on the Property but only in accordance with the terms set forth in this Agreement. The facility available for use will be determined by the PREC.

2.2. Fee. The Participant shall pay Paso Robles Event Center a fee equal to

2019 Event Center – Equestrian Use Fees

Arena Use Fee

- \$50.00 per one rider with one horse/\$50.00 per each additional horse and rider per day.
- \$150.00 "Trainer" Arena Use Fee / Per Day (Up to 20 Horses)
- \$80.00 per day, per group for 4-H or FFA – Up to 5 Individual Riders and Up to 5 horses More than 8 horses per day must make special arrangement and fees required.
- Cattle Use Fee \$250.00 per day cattle fee –Up to 25 head of cattle, plus applicable
- Arena Use Fee. Time of use is limited to Monday thru Friday Only. 8:00 am – 3:30 pm. All gates close at 3:30 pm.
- If cattle will be used there will be an additional \$250.00 flat fee, per day for cattle. (Maximum number of cattle per use period is twenty-five (25) head.) Participants are responsible for cattle arrangements; care, cost, transportation, delivery and removal.

Liability Use Fee

- (Fee Covers "One Individual Rider Only" not a Group) each rider must be covered by Liability Insurance. \$35.00 Three (3) month Liability Equestrian Facility Use Fee (Valid for 3 Months) or
- \$140.00 Annual Liability Equestrian Facility Use Fee (Valid for 12 months)

Liability Use Fee (Fee Covers "One Individual Rider Only" not a Group) each rider must be covered by Liability Insurance.

Other Fees (If they apply.)

Cattle Fee / Per Day	\$250.00
One Drag and One Water	NC
Stall Fee (Up to 3 days)	\$51.00
Arena Drag per drag	\$80.00
Water per load	135.00
Sound System/per day	50.00

Time of use is limited to Monday thru Friday Only. 8:00 am – 3:30 pm. All gates close at 3:30 pm.

If cattle will be used there will be an additional \$250.00 flat fee, per day for cattle. (Maximum number of cattle per use period is twenty-five (25) head.) Participants are responsible for cattle arrangements; care, cost, transportation, delivery and removal.

If applicable: Arena Drags \$80.00 per drag, Stall Fee \$47.50 max stay 3 days, Water \$130.00 per load, Sound System Use \$50.00 per day

Participant may use facility if, and only if, arranged in advance with the Fair Office (805) 239-0655 for use of the Facilities. The amount is payable on or before the first day of use in which the Participant utilizes the Facilities. The Fee is subject to change and Paso Robles Event Center may change the amount of the Fee at any time and from time to time on notice to the Participant.

Cattle Use will require participants either individual or company to provide a personal policy be it farm or ranch insurance etc. with minimum limits of \$1,000,000 per occurrence. The State of California, Paso Robles Event Center, 16th District Agricultural Association, their directors, officers, agents, servants, and employees must be named as additionally insured.

NOTE: All fees, forms and reservations must be submitted to the administrative office 48 hours in advance and riding credentials will be provided.

2.3. Arena to be used for non-competitive activity only that provides training, workout, and exercise for the horse/rider.

2.4. **The use of the facility is based on availability and arrangements must be made 48 hours prior to arrival.** The use of the equestrian facility will not be permitted in the month of July for additional blackout dates please contact the Administration Office (805) 239-0655 Ext 210.

3. EQUIPMENT

3.1. Use of Equipment. The Participant shall provide all equipment necessary for the riding, driving or other recreational or non-competitive use of the Horse. In no event, shall the Participant utilize any equipment owned by Paso Robles Event Center

3.2. Equipment Forbidden. Although Paso Robles Event Center has not undertaken to inspect or approve any equipment and has no obligation whatsoever to do so, in the event that Paso Robles Event Center 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 Paso Robles Event Center or to Paso Robles Event Center in general, Paso Robles Event Center 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.

YOUR INITIALS BELOW ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED THAT WEARING ASTM-SEI APPROVED PROTECTIVE HEADGEAR AT ALL TIMES HAS BEEN PROVEN TO SIGNIFICANTLY REDUCE THE CHANCE AND SEVERITY OF HEAD INJURIES AND THAT PASO ROBLES EVENT CENTER STRONGLY URGES YOU TO WEAR PROTECTIVE HEADGEAR AT ALL TIMES.

PARTICIPANT'S INITIALS:

4. EMERGENCY SERVICES

4.1. Medical. In the case of any injury or apparent injury to the Participant while at Paso Robles Event Center, the Participant hereby authorizes Paso Robles Event Center and any agent, employee, 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 Paso Robles Event Center harmless for any costs incurred by it on behalf of the Participant.

5. CONDITION OF THE LAND

The Participant understands and acknowledges that he or she may be present in the stable area as well as in the arenas and other land located at Paso Robles Event Center or which Paso Robles Event Center has permission to use (collectively, the "Land") that each area presents certain hazards of which Paso Robles Event Center may be or should be aware and the Participant specifically agrees to hold Paso Robles Event Center harmless from any injury or death rising from the conditions of the stable area or the Land. Paso Robles Event Center 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 Paso Robles Event Center which shall survive the termination of this Arena Use Agreement and upon which Paso Robles Event Center 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.

7. RULES AND REGULATIONS

7.1. Initial Rules and Regulations. The Participant agrees to abide by all rules established by Paso Robles Event Center, 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 Paso Robles Event Center's Release and Indemnification Agreement, a copy of which shall be provided to the Participant at the Participant's request;
- b. The Equestrian Facility shall be open from 8:00 AM to 3:30 PM Monday through Friday WEEKDAYS. No weekend days Saturday or Sunday. The Participant is expected to respect the privacy of the individuals residing at and near Paso Robles Event Center and to be at Paso Robles Event Center only during those times when it is open for business; The Paso Robles Event Center requires 48 hour notice, advance of arrival please email Tisha Tucker tisha@midstatefair.com and Chico Cerda at chico@midstatefair.com. Please note 48-hour notice must be made Monday thru Friday from 8:00 am – 3:30 pm. Gates will be locked from 3:30 pm – 8:00 am.
- c. The Participant may not bring any dogs or animals (other than the Horse) or any children under the age of eight (8) onto the Property;
- d. Any and all minors riding the Horse shall at all times be accompanied by an adult and 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. Paso Robles Event Center 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;
- e. The Participant shall not handle or ride any horse located at Paso Robles Event Center without the prior consent of the owner of the horse.

- f. Participant is defined as one person utilizing the Equestrian Facility. No more than 11 horses shall be allowed to utilize the facility at any given time without an additional agreement. If riding as a group such as *4-H or FFA* the responsible “owner/leader” must be present at all times during all hours of use.
- g. Trailer and vehicle parking shall be in designated parking areas assigned by State near the equestrian facility, no parking adjacent to the arena or buildings.
- h. Official blackout dates for 2017 are available for calling the administration office (805) 239-0655 xt 210.

7.2. Additional Rules. Paso Robles Event Center 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 Paso Robles Event Center 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.

8. TERMINATION

9.1. Termination. Paso Robles Event Center 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) Paso Robles Event Center determines, in its sole and unreviewable discretion, that the Horse or the Participant poses a danger to Paso Robles Event Center 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 Paso Robles Event Center; 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 pro-rated refund of the Fee.

Exhibit B

**Paso Robles Event Center
EQUESTRIAN RELEASE AND WAIVER OF LIABILITY AGREEMENT**

I, _____ acknowledge that I have voluntarily applied to participate in the following activities at the Paso Robles Event Center Equestrian Facility (also referred to as the "Fair"): 2198 Riverside Avenue, Paso Robles, CA 93446

Non-Competitive Equestrian Use for the purpose of: Training, Workout and Exercise for the Horse/Rider.

(Description of activities, which Participant will engage in)

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____

Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Fair, the State of California ("State"), the County of San Luis Obispo (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, **I forever release the Fair, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

If Signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant and that the Participant understood them.

Executed at 2198 Riverside Avenue, Paso Robles, California 93446 on _____, 20____.

PARTICIPANT/ RELEASOR

RELEASOR PARENT OR GUARDIAN

Printed Name / Date

If minor Parent or Guardian Printed Name / Date

Signature / Date

If minor Parent or Guardian Signature / Date

Parent or Guardian Cell Phone Number

Participant Address: _____

Cell Phone Number _____ E-Mail Address _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED. CFSA release & waiver form (rev. 2016)