



WSU Contract No. 15074

Arena Rental Agreement

111611 NE 152nd Ave
Brush Prairie, WA 98606

This is a rental agreement between Silver Buckle Ranch, (SBR) and Washington State University by and through its Clark County/Skamania County 4-H program.

The arena rental rate for the indoor arena is \$150 for 4 hours and \$300 for 8 hours and the outdoor arena is \$175 for 4 hours and \$325 for 8 hours. Additional services may be provided for additional fees. (see attached supplemental fee sheet).

Please submit a reservation fee payment of 25% of the total amount due within 2 weeks of booking your event to hold the date. In case of cancellation, if cancelled at least 7 days prior to your event, you will receive a full refund. Cancellation less than 7 days prior to event will result in forfeiture of the reservation fee.

Completed release of liability form for your organization/group must be provided to Silver Buckle Ranch no later than the day of your event. Release of liability form is enclosed. All participants are also required to sign SBR's liability waiver. A SBR's representative will collect forms the day of your event. Participants will not be allowed to enter the arena unless they have completed such form. One form is needed per participant per calendar year.

SBR asks that the facility be left clean and in orderly fashion upon leaving. Please ensure participant's clean up after themselves and their animals including manure. A list of rules and instructions are attached.

If needed, your organization will be responsible for obtaining any special use permits required by the County prior to rental of the facility. Your organization will also need to provide an insurance certificate and fax it or deliver it to SBR along with this signed contract within 2 weeks of booking your event.

Rental group/organization agrees to be responsible for any damage caused to SBR property as a result of the negligent acts and/or omissions of WSU, its officers, agents, employees and registered volunteers during the time of rental. This is a contract and all agreements will be binding to both parties.

Details for each Washington State University Clark County/Skamania County 4-H event will be agreed upon by the parties prior to each event.

Contract Term: October 15, 2016 through December 31, 2019

Rental is for: Indoor Arena Outdoor Arena 4 Hours 8 Hours

Event Beginning Date: TBD Ending Date (if different): TBD

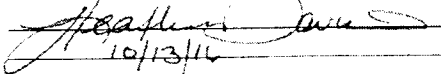
Start Time: TBD End Time: TBD

Purpose of Rental: TBD

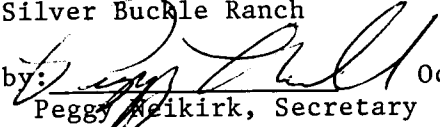
Arena Fees: _____ Additional Fees: _____ Total Fees: _____

Additional Fee Sheet attached

I agree to the terms and conditions above.

Renter Signature:		Heather Davison	—
Date:	<u>10/13/16</u>	Contracts Specialist	—
Company:		Washington State University	—
Address:	PO Box 641045		
	Pullman, WA 99164-1045		
Phone:	509-335-7223		
Email:	heather.davison@wsu.edu		

Accepted: Silver Buckle Ranch

by:  October 24, 2016
Peggy Reikirk, Secretary

SILVERBUCKLE RANCH

Organization/Group Release of Liability

Washington State University by and through its Clark County/Skamania County 4-H program, in consideration of the acceptance of the attached application to participate at Silver Buckle Ranch (herein referred to as SBR) or any other event held on property owned, leased, or used by Silver Buckle Ranch (SBR), WSU hereby waives, releases, and discharges any and all personal claims, actions, costs, expenses and demands in respect to death, injury, loss or damage to any person or property caused by or arising out of the negligent acts and/or omissions of WSU, its officers, agents, employees and registered volunteers during WSU's participation in these activities. This release is intended to discharge in advance SBR's Directors, Officers, employees, and members, and their agents, servants, representatives, or employees, and covenant not to sue for damages for death, personal injury or property damage which WSU may have or may subsequently occur to WSU, as a result of the negligent acts and/or omissions of WSU, its officers, agents, employees and registered volunteers during WSU's participation in these activities.

It is understood and agreed that The Equine Activity Liability laws of the State of Washington, § RCW 4.24.540, state among its statutory provisions that "an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant engaged in an equine activity." **WARNING OF INHERENT RISKS:** Equine Activity is inherently dangerous and equines have: a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; c) collisions with other animals or objects; d) or the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. An equine activity sponsor or 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.

WSU further understands that serious accidents occasionally occur from participation in equestrian activities, and that participants occasionally sustain mortal or serious personal injuries and/or property damage, as a consequence thereof. WSU is aware that horses Washington State RCW 4.24 Equine Activities Immunity Act. Knowing these risks, to the extent permitted by and within the scope of the coverage afforded by the State of Washington Self-Insurance Liability Program (RCW 43.19.766 et seq.) and the Tort Claims Act (RCW 4.92.060 et seq.) WSU hereby agrees to assume these risks and to release and hold harmless all of the persons or entities mentioned above. It is further understood and agreed that this waiver, release, and assumption to risk is to be binding on my heirs and assigns.

WSU IS VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH CAUSED BY OR ARISING OUT OF THE NEGLIGENT ACTS AND/OR OMISSIONS OF WSU, ITS OFFICERS, AGENTS, EMPLOYEES AND REGISTERED VOLUNTEERS. It is understood and agreed that this agreement is to be binding upon WSU, its heirs, executors and assigns under the laws of the State of Washington related to Equine Activity Liability. WSU understands that this is a legal document. On behalf of WSU, I have read and understood this release and understand all its terms. I execute it voluntarily and with full knowledge of its meaning and significance. WSU IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN WSU AND SILVER BUCKLE RANCH.

DATED THIS _____ DAY OF _____ 20_____


Organization/Group Name

Heather Davison
Contracts Specialist
Washington State University

10/13/16

Organization/Group Authorized Representative (printed name)


Organization/Group Authorized Representative (signature)

Silver Buckle Ranch Arena Rental Rules

- ★ Silver Buckle Ranch is a No-Smoking Facility.
- ★ There is no use of drugs or alcohol. Exception: Alcohol may be in designated areas during an event with prior permission from the SBR Board of Directors.
- ★ All riders must have a signed Liability Waiver on file.
- ★ Participant's horses are not allowed in the horse barn, paddocks, or pastures.
- ★ Please do not feed Silver Buckle Ranch's horses.
- ★ Water is available but you must bring your own water buckets.
- ★ Minor children must have adult supervision at all times and are not allowed inside the arena unattended while horses are being ridden.
- ★ Helmets are the option of group for those under 18. Helmets must be ASTM/SEI approved.
- ★ Leave any weapons or potentially harmful objects at home or safely locked in your vehicle or trailer.
- ★ Please park in designated areas. Parking/driving on grass is allowed only when ground is hard and needed for overflow parking during events.
- ★ Do not park in the fire lane next to the outdoor arena.
- ★ To save our grass during the rainy season, please do not ride your horses on it. Ride or lead horses on designated paths.
- ★ Please park behind arena in an orderly fashion. Leave room for other large trailers to get in and out.
- ★ Please leave pets at home or in your vehicle. Dogs **are not** allowed out on property unless it is a dog event or service dog. (ie.: Working stock dog competition)
- ★ Be mindful of others while warming up in the arena. Watch your speed and where you are going.
- ★ Please close gates behind you.
- ★ No glass containers inside arena area. Please dispose of any items you brought in properly.
- ★ Rings are mounted on arena posts to tie your horse. Tie horses to safe objects, not railings or gates.
- ★ Please clean up after your horse inside the arena, when tied up in the arena alley or at the trailer in the parking lot.
- ★ We work hard at keeping our facility clean. We ask that owners pick up their horse's manure. A wheelbarrow will be provided for you to dispose of your manure. Failure to comply may result in the loss of using the facility or an added clean up fee of \$_____.
- ★ If you use the coffee pots or bring in any electric appliances while you are here, please unplug all cords when you leave.
- ★ If sorting: take numbers off cows and return cows to pen on side of arena.
- ★ You are responsible for closing up:
 - * Once everyone is out, turn off arena lights. Lights are labeled, only flip switch for arena lights
 - * Be sure arena gate is closed with chain
 - * Turn off light over bleacher area. Switch located by door
 - * Close arena doors.
 - * Shut and lock main gate.
- ★ If you have any payments, deposit money in mailbox in classroom. Envelopes are provided and can take a receipt if needed. Write on the envelope the date and WASHET

On behalf of WSU, I have read and will inform participants of the requirement that they abide by the above rules:

Heather Davison
Contracts Specialist
Washington State University


Organization/Group Authorized Representative (signature)

10/13/16
Date