



2024 WET MOUNTAIN VALLEY SADDLE CLUB ARENA RENTAL AGREEMENT

If you need to check availability, see our [Saddle Club Event Calendar](#). For questions, please use the contact information above. Please read the Arena Policies and Procedures on the following pages. Complete and return this form via mail or email. Mail the damage deposit check to the address above.

IF RENTING FOR AN EVENT FOR PROFIT BOARD APPROVAL IS NEEDED.

NAME OR ORGANIZATION _____

CONTACT PERSON _____ PHONE _____

ADDRESS _____

EMAIL _____

TYPE OF ACTIVITY _____

DATES/HOURS REQUESTED _____

# OF DAYS	ARENA FOR PROFIT RENTAL
	\$600 Damage and cleaning deposit required (checks will be deposited and reissued after inspection of facilities)
___	\$500.00 Arena only
___	\$700.00 Arena roping chutes and pens
___	\$700.00 Arena, bucking chutes and back pens
___	\$1,500.00 for arena, roping chute and pens, bucking chutes and back pens, includes one grooming
___	\$25 per hour Light use surcharge
___	\$200 per day Grooming surcharge (this will be by a WMVSC member)
___	Crow Nest no charge
___	\$75 a day Concessions
___	\$50 Secretary's Office
___	Water usage, the meter will be read before and after and you will be charged, the current rate.

PAYMENT AND DEPOSIT DUE TWO (2) WEEKS BEFORE THE EVENT (USE):
DATE: _____
OR THE DAY YOU SIGN THE RENTAL AGREEMENT IF LESS THAN 2 WEEKS.

A WMVSC MEMBER WILL BE ON SITE OR REACHABLE DURING ALL ARENA RENTALS.

TERMINATION/CANCELLATION POLICY:

- 30 days or more prior to reservation: A full refund will be issued for both the deposit amount and the facility rental fee.
- 7 – 30 days prior to reservation: ½ the facility fee and the full deposit will be refunded.
- Less than 7 days prior to reservation: Facility rental fee will not be refunded. Deposit will be refunded.
- Post Reservation: If the facility is reserved and not used, no refund for the facility rental fee will be issued. Deposit will be refunded.

****PROOF OF LIABILITY INSURANCE MUST BE PROVIDED IN THE AMOUNT OF \$1,000,000.00 (One Million) NAMING THE WET MOUNTAIN VALLEY SADDLE CLUB AS THE CERTIFICATE HOLDER FOR ALL ARENA EVENTS WHETHER FOR PROFIT OR NOT.**

Discount available: 25% for Saddle Club Members or 15% for Non-Profit Organizations.
NO DISCOUNTS ON ANY FOR PROFIT OPEN TO THE PUBLIC EVENT RENTALS .

\$ _____ FEE TOTAL \$ _____ DEPOSIT \$ _____ GRAND TOTAL

Deposit received date _____ Deposit returned date _____

Saddle Club representative _____

The Wet Mountain Valley Saddle Club will not be liable for injuries or accidents which occur during the above activities. WMVSC reserves the first right of consideration to host any concession or alcohol sales for any event. If approved for the lessee to sell alcoholic beverages, the lessee will be reasonable for obtaining all appropriate permits or licenses and/or proof of insurance, and copies are required.

ARENA POLICY AND PROCEDURES

- All animals must be properly cared for and are not to run loose on the property.
- Restrooms at the arena are only open from May until September. If your event is anytime October - April, you are responsible for supplying Port-A-Pots.
- Snow removal is the renter's responsibility to get the area plowed and pay for by the any of the following: Ed Lyons 719-371-2136 or David Elliott 719-371-6737.
- All trash is to be picked up and put in the dumpster.
- No outside grooming equipment is allowed in the arena.
- All hay, straw, shavings and like items are to be removed and cleaned in those areas.
- Liquid petroleum (propane, butane, etc.) hazardous materials (wet cell batteries, fuel, gunpowder) are allowed.
- There is limited electronic outlets at the arena if others are needed, please talk to a board member.
- For a profit event if you are excepting 100+ you will be responsible for supplying port a pots.
- The Board of Directors will have to approve any event that is a for profit event.

Waiver and Release of Liability, Assumption of Risk and Indemnification Agreement

Released Parties: Wet Mountain Valley Saddle Club, its officers, directors, members, agents, representatives, employees, volunteers, visitors, independent contractors, successors, assigns, insurance carrier(s), anyone acting on its behalf, and the owners of any premises on which activities are carried out (independently and collectively referred to in this Agreement as "WMVSC").

Other individuals and/or organizations may lead or host activities on WMVSC premises. I acknowledge that these independent providers are not employees or agents of WMVSC, that WMVSC does not supervise or control these independent providers, and that WMVSC is not legally liable or responsible for their conduct.

In consideration of the services of WMVSC in allowing the Releasing Parties to access and use WMVSC premises and facilities and/or participate in any WMVSC activities on or off WMVSC premises, I acknowledge and agree as follows:

WARNING: UNDER COLORADO LAW, AN 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, PURSUANT TO SECTION 13-21-119, COLORADO REVISED STATUTES. WARNING: UNDER COLORADO LAW, THERE IS NO LIABILITY FOR THE DEATH OF OR INJURY TO A PARTICIPANT IN AN AGRICULTURAL RECREATION OR AGRITOURISM ACTIVITY RESULTING FROM THE INHERENT RISKS OF THE AGRICULTURAL RECREATION OR AGRITOURISM ACTIVITY, PURSUANT TO SECTION 13-21-121, COLORADO REVISED STATUTES.

RELEASE AND INDEMNITY AGREEMENT — SURRENDER OF CERTAIN LEGAL RIGHTS

I (the participant(s); the parent/legal guardian, individually, if applicable; and the parent/legal guardian, on behalf of a minor participant, if applicable), agree as follows:

(1) **to release and agree not to sue WMVSC**, with respect to any and all claims, liabilities, suits or expenses (including attorney fees and costs) (hereafter collectively “claim” or “claim/s”) for any injury, damage, death or other loss in any way connected with my or my child’s participation in these activities, including access to and use of any equipment, facilities, or premises. I understand that I agree here to waive all claim/s I or my child may have against WMVSC, bind my/my child’s estate and any family member/heir/other party bringing claim/s and agree that neither I, my child, nor anyone acting on my or my child’s behalf, will make a claim against WMVSC as a result of any injury, damage, death or other loss suffered by me or my child.

(2) **to defend and indemnify** (‘indemnify’ meaning protect by reimbursement or payment) WMVSC with respect to any and all claim(s): (a) brought by or on behalf of me, my child or spouse or my/my child’s other family member/s, heir/s or estate for any injury, damage, death or other loss in any way connected with my/my child’s enrollment or participation in these activities, including use of any equipment, facilities or premises; and/or

(b) brought by a co-participant or any other person or entity for any injury, damage, death or other loss to the extent caused by my/my child’s conduct in the course of participating in these activities, including use of any equipment, facilities or premises.

This Release and Indemnity Agreement includes release and indemnity for claim/s of or resulting from WMVSC’s negligence (but not its gross negligence or willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage (including to any horse I own or for which I am responsible), loss of consortium, breach of contract, premises liability, or any other claim.

OTHER PROVISIONS

This Agreement applies to all injury, damage, death, or loss which may occur in present or future participation. I agree to abide by all rules established by WMVSC and associated with any activity.

I agree that Colorado law (without regard to its “conflict of laws” rules) governs this Agreement, any dispute I or my child have with WVMSC and all other aspects of my or my child’s relationship with WMVSC, contractual or otherwise, and agree that any mediation, suit or other proceeding must be filed or entered into only in Custer County, Colorado. I agree to attempt to settle any dispute through mediation before a mutually acceptable Colorado mediator.

This Agreement contains the entire agreement between the parties. No other prior verbal promise, understanding, warranty, agreement, verbal or otherwise, exists between the parties or binds the parties, except as expressly stated in this Agreement.

This Agreement is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Agreement is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect.

Leasing Representative signature and printed name **Date**

WMVSC Representative signature and printed name **Date**