

RODEO GROUNDS USE AGREEMENT

THIS AGREEMENT AND RELEASE OF LIABILITY by and between _____, hereinafter referred to as PARTICIPANT (OR SPONSOR), and HYRUM CITY CORP., hereinafter referred to as CITY, provides for the conditional use of Hyrum City Rodeo Grounds and Facilities, by PARTICIPANT (OR SPONSOR.)

WHEREAS, the CITY owns and makes available for rodeo and associated livestock activities and sports, the grounds, arena, corrals, chutes, gates, bleachers, and other facilities related to rodeo participation and livestock management; and

WHEREAS, the CITY has, from time to time, allowed spectator rodeo sports to be produced, promoted and held at the aforesaid facilities; and

WHEREAS, the CITY recognizes provision and conditional use of these facilities as a public service, whether a fee is charged or not, but explicitly denies implied suitability or guarantee of any nature with respect to condition or use of the grounds, arena, corrals, chutes, gates, bleachers, and other facilities related to or used for rodeo or any other form of livestock activities; and

WHEREAS, the CITY is covered by a general liability insurance policy which unconditionally EXCLUDES coverage of any nature or degree to rodeo participants, sponsors, spectators, facilities, livestock, employees, equipment, etc.; and

WHEREAS, the PARTICIPANT (OR SPONSOR) has sought of his own free will and accord, without encouragement or inducement of any nature from the CITY, permission to use said Hyrum City Rodeo Grounds and Facilities, for the purpose of sponsoring, participating in, promoting, or otherwise engaging in, rodeo or other forms of livestock activities;

NOW THEREFORE it is agreed as follows:

1. That PARTICIPANT (OR SPONSOR) hereby releases or otherwise holds harmless CITY, from any and all liability in connection with rodeo or other livestock sports or activities held at the Hyrum City Rodeo Grounds and Facilities.
2. That PARTICIPANT (OR SPONSOR) further and expressly releases CITY from liability or claim with respect to damage, injury or harm to rodeo livestock, employees and equipment belonging to PARTICIPANT (OR SPONSOR) or any spectator, entertainer, or other participant.
3. That PARTICIPANT (OR SPONSOR) agrees to provide adequate (limits to be set and agreed to by PARTICIPANT and CITY) liability insurance coverage, to not only employees, other participants, livestock and equipment, but spectators as well, and to deliver to the CITY in advance of possession of rodeo facilities, a policy and affidavit of coverage.
4. That PARTICIPANT (OR SPONSOR) assumes full and complete responsibility for any and all damage to Hyrum City Rodeo Grounds and

Facilities while in his possession, and will make monetary restitution and/or repairs, at the sole discretion of CITY.

5. That CITY assumes no liability for loss to PARTICIPANT (OR SPONSOR) or spectators of life, limb, personal property, equipment, livestock, trucks, automobiles, due to fire, theft, accident, whether due to equipment or facility failure, or unrestrained or otherwise unmanageable animals, or any act of nature, or any other circumstance, whether or not related to rodeo or other livestock activities.

6. That PARTICIPANT (OR SPONSOR) certifies that he/she is eighteen years of age or older, and legally able to sign this document; and that if PARTICIPANT (OR SPONSOR) is under the age of eighteen years, a parent or guardian will sign this agreement as evidence of permission granted to a minor PARTICIPANT (OR SPONSOR) and acknowledgement of and agreement to the terms and conditions set forth herein.

7. Should any section, clause, or provision of this agreement be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this agreement and release as a whole, or any part thereof, other than the part specifically declared to be invalid.

IN WITNESS WHEREOF, the PARTICIPANT (OR SPONSOR), PARENT OR GUARDIAN, (if applicable), and CITY (or representative thereof) have set their hands this _____ day of _____, 19__.

PARTICIPANT (OR SPONSOR)

PARENT OR GUARDIAN

HYRUM CITY CORP.

By: _____

Witness



HYRUM CITY

83 WEST MAIN HYRUM, UTAH 84319
PHONE 245-6033

BRUCE E. DARLEY, MAYOR

CITY COUNCILMEN
J. MILTON BURRELL
GARY L. CLAWSON
W. DEAN HOWARD
CLAUDE LONG
RUTH ANN MILLER

TREASURER
LYNN COULAM

RECORDER
D. BRENT JENSEN

RODEO GROUNDS

1. Release form and Agreement of Confirmation must be signed.
2. Charges are \$30.00 for the first day, \$20.00 per day thereafter. Hyrum residents are entitled to a \$10.00 per day discount.
3. There will be no charge if there isn't any admission for the event.
4. A deposit of \$100.00 will be made with the city office as a performance bond. (Deposit is refundable).
5. An ambulance or EMT is required on the grounds if admission is charged for the event.
6. If existing layout of the grounds is changed in any way, all necessary precautions are the responsibility of the sponsoring group including the posting of necessary warning signs.
7. The grounds are to be cleaned up after the event and all damage repaired.
8. In the event of a demolition derby, tires are required around the arena. All vehicles are to be removed from the grounds immediately following the event. The use of magnets is recommended to clear the area of any loose metal. All participants vehicles must remain on the blacktop area.
9. If after any event the arena is packed down, there will be a \$30.00 charge to have it broken up.

HYRUM RODEO GROUNDS FEE SCHEDULE

ARENA	COST	DEPOSIT
RIDING GROUPS (5 p.m. to 9 p.m.)		
Groups associated with Hyrum	\$ 30.00	\$ 100.00
Other Groups	\$ 50.00	\$ 100.00
(If lights are used add \$10.00)		
SPECIAL EVENTS (Per night)		
Groups Associated with Hyrum	\$ 100.00	\$ 100.00
Other Groups	\$ 200.00	\$ 100.00
BUILDINGS		
Concession Stand/Associated w/Hyrum	\$ 50.00	\$ 50.00
Concession others	\$ 75.00	\$ 50.00
KEY DEPOSIT		
Restroom and gate Key	\$ 50.00	\$ 50.00

Rules and Conditions

Deposits will be refunded after Maintenance Supervisor has verified that rental fees were paid, buildings and areas are clean and there are no damages. If renting the concession stand or restrooms, the renter will be responsible for cleaning up, removing garbage and making sure the doors are locked. Any damages or expenses exceeding the deposit shall be the responsibility of the user.

Everyone using the rodeo arena will be required to park in the parking lot. It will be the responsibility of the renter to make sure all animal waste, feed, garbage and debris is cleaned from around the arena and parking lot. If the area is not cleaned up properly the deposit will be forfeited.

Lights will be included on the cost for special events but, if riding groups stay after dark and need the lights, then they will have to make arrangements for using the lights and pay an additional \$10.

The rodeo arena will be groomed twice a week during peak use of the area. It will be groomed for special events.

Absolutely no stock or horses will be allowed on the lawns around the park. It will be the responsibility of the renter to monitor to make sure everyone attending the event adheres to all rules and regulations.

Large groups must provide city with proof of liability insurance before using facility.

NAME _____ PHONE NO. _____

ADDRESS _____ CITY _____ STATE _____

Signature _____

