

**Novato
Horsemen
Inc.**

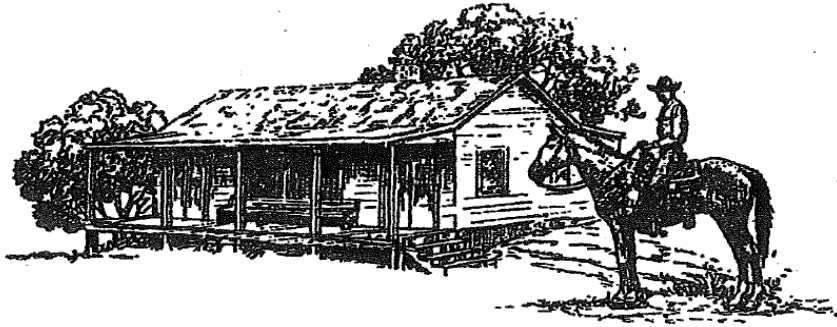


Arena/Grounds Rental Facilities Packet

This packet contains the following:

1. Arena and Grounds Rental Fees
2. Procedures & Rules for rental of Facilities
3. Application for use of Arena and/or Grounds
4. Facility Inventory & Specifications

**Novato
Horsemen
Inc.**



Arena and Grounds Rental Fees

Arena Rental Time is from 7:00 am to 5:00 pm

All Rentals (except meetings) require a \$500 deposit at the time of Board Approval

Application **with** proof of insurance and full payment is due to the caretaker 15 days after board approval.

If Event cancels less than 90 days prior to the event, the entire deposit will be forfeited

EXCLUSIVE USE OF GROUNDS AND ARENA

\$300 Per Day - price includes arena prep of water and drag
Additional services must be arranged at least 7 days prior to event

\$25 Each Additional Water

\$25 Each Additional Drag

OVERNIGHT, LIVESTOCK AND/OR CAMPING

\$10 Per Night, Per Horse (Owner to provide feed, Water is available)

\$25 Per Night, Per Trailer

Please drop off or mail application with your check to:

Novato Horsemen Inc.
600 Bugeia Lane
Novato, CA 94949



PROCEDURES & RULES FOR RENTAL OF FACILITIES

1. Applicant must appear personally before the board to request rental, no less than one month prior the event date.
2. A damage and cleaning deposit of \$500 must be received at the time of Board approval
3. All fees and insurance certificates are due 15 days from approval by NHI board. Please deliver all items at once.
4. Proof of Insurance naming Novato Horsemen, Inc., as Additional Insured must be provided under Applicant's own insurance policy. The amount of liability insurance required shall be One Million Dollars (\$1,000,000) for EACH DAY you are on club grounds. Event Insurance may be purchased at www.eventinsurancenow.com.
5. If event cancels less than 90 days prior to the event, the entire deposit will be forfeited.
6. Applicant may not sell, request donations or provide alcohol without proof of Liquor Liability Insurance and a current ABC liquor license.
7. No Alcohol will be consumed by persons under the age of 21 years. Violation of this clause will result in the immediate termination of the event by closing the clubhouse and grounds to Application and Guests. There will be NO exceptions to this clause. There will be NO refunds in this instance.
8. Rental of Novato Horsemen, Inc arena grounds or clubhouse requires a schedule walk-through with a NHI representative and completion of a property condition checklist prior to the event.
9. Violation of conditions may result in closure of event. No refund of rental fees will be given if event is closed for violations of rental conditions.
10. No changes to this rental agreement shall be made without first appearing before the Board and obtaining approval.

Novato Horsemen Inc.



Application for use of Arena and/or Grounds

Date of Application: _____

Date of Event: _____

Check In: _____ Check Out: _____
Date & Time Date & Time

Dates are to include set-up and clean-up, Insurance coverage shall be for these same dates

Name of Individual(s) or Organization: _____
Insurance Certificate needs to reflect the above as the Insured

Address: _____

City, State & Zip Code: _____

Main Contact Phone #: _____ Alternative Phone #: _____

Intended Use of facilities: _____

Estimated Attendance: _____ Event for children Yes / No

Alcoholic Beverages (Circle one):

Will NOT be Sold/Provided or Will be Sold/Provided – ABC License insurance required

NO ALCOHOL MAY BE SERVED OR SOLD TO INDIVIDUALS UNDER 21 YEARS OF AGE

Any group or individual using the arenas, clubhouse or grounds must have in force liability insurance for property damage and personal injury covering the requested event in an amount of no less than \$1,000,000 (one million dollars). Novato Horsemen, Inc., is to be named as additional insured. A certificate of insurance with an additional insured endorsement will be required within 15 days of acceptance of the rental agreement and turned into Novato Horsemen, Inc., along with payment in full 15 days following board approval.

Every person that may be riding a horse on Novato Horsemen, Inc. property and who are NOT a current member of Novato Horsemen MUST sign a Release of Liability form before the event.

Applicants Signature _____ Date _____

Novato Horsemen Inc.



Facility Inventory and Specifications

Arena / Grounds:

Main Arena	165 x 265
Warm-up Arena	115 x 97.6
Round Pen	60
Horse Pens	10
Manure Carts	3

Arena Equipment:

Barrels	6
Poles	14
Jump Standards	Variety
Cavaletti / Wood	20
Cones – Plastic	6
Cowboy Dressage	Complete Set
Sound System	See Caretaker for Setup
Cordless Timer	See Caretaker for Setup

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I (we) am (are) voluntarily entering into the following agreement with NOVATO HORSEMEN, INC., and/or NOVATO JUNIOR HORSEMEN ("NHI") together with their sponsors, property owners, officials, and affiliates and their respective directors, officers, employees, agents, volunteers, representative, and affiliated persons or entities (all of these persons and entities will collectively be referred to in the agreement as "NHI").

In addition to myself (ourselves), I (we) also make this agreement on behalf of the following persons who are my (our) children or legal wards (under 18 years of age). These persons may attend or participate in open events sponsored or organized by NHI or closed events of members of NHI, and I (we) agree to bind them to this agreement:

Child's Name _____ Age _____ Child's Name _____ Age _____

All parts of this agreement shall apply to me (us) and the children/legal wards listed above [We will collectively call ourselves "I", "me", "my", "we", "us" or "our" throughout this agreement.] This agreement shall be binding at all times, now and in the future, when NHI permits me (us) directly or indirectly to attend or participate in events sponsored or organized by NHI at any location.

In consideration of NHI allowing me (us) and/or my (our) minor children or legal wards to attend or participate in events sponsored or organized, in whole or in part, by NHI, I (we) agree as follows:

1. EXPRESS ASSUMPTION OF RISKS. When preparing for, entering, attending, participating in, or leaving events sponsored or organized in whole or in part by NHI. Horses, mules and ponies are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of a horse, mule or pony are to jump forward or sideways, or run away from danger by trotting or galloping. Horses, mules and ponies are also known to kick, buck, rear up, spin around, strike or bite. I (we) know that horses, mules and ponies can do these things without warning. I (we) also understand that all horses, mules and ponies are powerful and could have the potential to be dangerous to people who ride, handle or are around them.

Further, I (we) understand that riding, handling, or being near a horse, mule or pony can expose me (us) to numerous hazards, which could include, for example: the propensity of a horse, mule or pony to behave in ways that may result in injury, harm or death to persons around them; the unpredictability of a horse, mule or pony's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on land; and/or collisions with other horses, mules, cattle, ponies, or objects. I (we) understand that these risks and dangers can occur with or without negligence on part of NHI, and I (we) expressly agree to assume all of these risks. I (we) also understand that these are just some risks, and I (we) agree to assume others; I (we) am (are) not relying on NHI to list all possible risks for me (us).

2. WAIVER AND LIABILITY RELEASE. As lawful consideration for being permitted to attend or participate in events sponsored or organized, in whole or in part, by NHI at any location, now and in the future, I (we) agree to assume full responsibility for any and all bodily injuries or damages which I (we) may sustain when engaging in these and other activities caused by the ordinary negligence of NHI. The term "damages" means, for example, medical expenses; losses incurred because of bodily injuries or property damages, and/or personal property damages. I (we), for my (our) heirs, administrators, personal representatives, agents, and assigns, waive, release, discharge, and covenant not to sue Novato Horsemen, Inc., and/or Novato Junior Horsemen, together with their sponsors, property owners, officials, and affiliates and their respective directors, officers, employees, agents, volunteers, representative, affiliated persons or entities, and others acting on their behalf of and from any and all claims, damages, actions, omissions, suits, or causes of action (present and future), whether or not the claims are known or unknown, arising out of the ordinary negligence of any of these parties.

3. INDEMNITY AGREEMENT. I (we) also agree to indemnify and hold harmless Novato Horsemen, Inc., and/or Novato Junior Horsemen, together with their sponsors, property owners, officials, and affiliates and their respective directors, officers, employees, agents, volunteers, representatives, affiliated persons or entities, and other acting on their behalf against all damages which are sustained or suffered by any third person(s) [people who are not parties to the Agreement, including but not limited to, participants, spectators, visitors, guests, or others], including any and all injuries or damages whatsoever that I (we) [or my (our) horse(s), mule(s), or pony(ies) may cause, directly or indirectly, while attending or participating in events sponsored or organized in whole or in part by NHI. The indemnity shall include reimbursement of NHI's attorney fees and court costs.

4. PROTECTIVE HEADGEAR. For my protection, NHI advises me (us) to consider purchasing and wearing property fitted and secured ASTM-standard/SEI-certified protective equestrian headgear when riding or when near horses, mules or ponies. I (we) am (are) not relying on NHI to monitor my (our) compliance with this suggestion, and I (we) understand that NHI will not check my (our) helmet (if I (we) wear one) or provide one for me (us).

5. MISCELLANEOUS. This agreement is governed by California law and is intended to be as broad and inclusive as is permitted under the law. Should any clause conflict with California law, only that clause will be null and void and the remainder shall stay in effect. This agreement can only be modified or terminated by a written agreement this signed by the President of NHI and me. If I (we) breach this agreement, I (we) agree to pay attorney's fees and court costs incurred by NHI related to such breach.

6. HEALTH AND DISABILITIES. Many disabilities have conditions that pose special physical risks to participants during exercise. Horseback riding is exercise. I (we) understand that NHI recommends that I (we) seek the advice of a physician before participating in activities that involve riding or being near horses, mules or ponies.

7. ALSO I (WE) REPRESENT THAT:

- AT THE TIME I (WE) SIGN THIS, I (WE) AM (ARE) OF SOUND MIND AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS;
- I (WE) HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, AND I (WE) FULLY UNDERSTAND IT; AND
- I (WE) AM (ARE) AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I (WE) AM (ARE) GIVING UP LEGAL RIGHTS AND/OR REMEDIES TO ASSERT A CLAIM FOR NEGLIGENCE.

Dated _____ Signature _____ Print Name _____

Dated _____ Signature _____ Print Name _____

Signature of Parent or Legally Appointed Guardian if participant is under 18