

Thunder Mountain Stables

ARENA RENTAL AGREEMENT

1. I, _____, the undersigned, hereinafter referred to as Licensee, has read and understands, and freely enters into this Arena Rental Agreement with Thunder Mountain Stables (TMS), its owners and agents.

2. RENTAL FEE & SELECTION:

Non-Boarders

		<u>Select</u>
Per Hour, Non-Exclusive Use	\$ 15	<input type="checkbox"/>
Per Hour, Exclusive Use of Full Arena	\$ 50	<input type="checkbox"/>
Per Day, Non-Exclusive Use	\$ 25	<input type="checkbox"/>
Monthly (max 3 times/week)	\$ 50	<input type="checkbox"/>

Boarders

Per Hour, Exclusive Use (Parties, etc.) or	\$ 20	<input type="checkbox"/>
\$50 for up to four hours	\$50	<input type="checkbox"/>

(Reservation and payment due no less than 48 hours in advance of use.)

3. RENTAL PERIOD

This agreement exists _____ in perpetuity (or until modified by TMS or Licensee), _____ for the specific date(s) of _____.

4. SPECIAL EXCEPTIONS FOR BOARDERS

In the event of conflict between this agreement and an active and valid TMS Equine Boarding Agreement, the later shall take precedence.

5. RULES & REGULATIONS

Licensee agrees to abide by all rules and regulations contained herein or posted on TMS facilities and grounds. Specifically, Licensee is required to clean up after use and leave the grounds in a condition similar to that as received – including picking up horse droppings and placing in a nearby muck bucket. TMS reserves the right to terminate this agreement and retain fees in the event of wanton violation of TMS rules and regulations. In the event of termination for cause guest may be asked to leave TMS grounds and facilities immediately.

6. HOURS OF OPERATION / ACCESSABILITY TO FACILITIES

Licensee may use the TMS arena and facilities daily from 6AM to 10PM. Use of facilities shall include the arena, jumps, barrels, round pen, lounge, restroom, water, electricity, parking and provided tools and grooming supplies. Temporary (i.e. less than one hour) use of an assigned stall is also permitted.

TMS facilities are located on private land coincident with owner's residence. As such, owners expect reasonable peace and privacy at all times. While "family activities" and "controlled parties" are encouraged, TMS expects Licensee to exercise good judgment with respect to noise and disorderly conduct. Any individuals who, in the opinion of TMS staff and owners, violate this request will be asked to leave premises.

NOTE: TMS FACILITIES ARE A "SMOKE-FREE ENVIRONMENT" AT ALL TIMES. ANYONE FOUND SMOKING ON TMS PROPERTY WILL BE ASKED TO LEAVE IMMEDIATELY!

7. SAFETY & RELEASE FROM LIABILITY

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU, OR YOUR CHILD'S, PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT TMS FACILITIES, INCLUDING INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF TMS STAFF AND/OR OWNERS. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

A) Helmets & Safety Gear – By initialing and signing below, you understand that it is the recommendation of TMS to wear an approved riding helmet and utilize safety gear appropriate to your level of experience while on a horse. Those under the age of 18 are required to wear approved helmets. You accept full responsibility for accidents or injury to yourself, family members or guests you host.

Initial: _____

B) Horses Are Inherently Dangerous – By initialing and signing below, you understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, you expose yourself, family and hosted guests to dangers both known and unknown. Horses are large, unpredictable animals, which may be dangerous no matter how much training they have, no matter what level of experience you have, and no matter what the situation. You agree and understand that TMS cannot control the horses it boards, and that you shall release and hold harmless TMS staff, owners and other boarders and guests from any injury arising out of or related to equine activities at TMS facilities.

Initial: _____

C) Responsibility For Your Own Conduct & That of Your Horse(s) – By initialing and signing below, you understand that you, your family or hosted guests will ride your own Horse(s) and will conduct yourself, at your own risk, while on TMS property.

Initial: _____

