

# Cache County Fairgrounds

## Riding Pass Agreement

450 South 500 West Logan, UT 84321

Phone (435) 750-9896 Fax (435) 750-8763

Type	One Year	One Season
___ Family	___ \$125.00	___ \$90.00
___ Individual	___ \$90.00	___ \$ 70.00
___ Single use day pass Individual \$10.00 or Family \$20.00		___ Apr 1 <sup>st</sup> – Sept 30 <sup>th</sup>
* Family members are limited to parents and children 17 and younger		___ Oct. 1 <sup>st</sup> – Mar 31 <sup>st</sup>

Primary Pass Holder: \_\_\_\_\_ Date: \_\_\_\_\_

Secondary Pass Holder: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**I/WE AGREE TO THE FOLLOWING CONDITIONS;**

1. Riding passes are not transferable.
2. Riding passes shall be visibly displayed during public riding times.
3. Cache County will not be responsible for lost or stolen valuables.
4. I/we personally assume all risk of damages resulting from accidents or injuries sustained while on the premises of the Cache County Fairgrounds.
5. All regulations of the Cache County Fairgrounds will be followed.
6. My pass card will be canceled and riding privileges suspended for allowing anyone else to use it.
7. No Cattle shall be used during open pass riding times.
8. Any obstructions (i.e. barrels, poles. etc.) placed in the Arena during riding times, must be removed before leaving the Arena.
9. No horses shall be left unattended in any building or Arena without prior approval from Fairgrounds staff.
10. Open pass riding schedule is subject to change without notice.
11. Cache County Fairgrounds Schedule can be found on our website at [www.cachecounty.org/fairgrounds](http://www.cachecounty.org/fairgrounds)

I HAVE READ THE ABOVE TERMS AND CONDITIONS AND AGREE TO ABIDE BY THEM DURING THE TERM OF THIS AGREEMENT AND ANY RENEWALS THEREOF.

Primary Pass Holder's Signature \_\_\_\_\_ Date \_\_\_\_\_

Secondary Pass Holder's Signature \_\_\_\_\_ Date \_\_\_\_\_

Relationship to Minors \_\_\_\_\_

AS THE LEGAL PARENT OR GAURDIAN OF THE FOLLOWING JUVENILES, I VERIFY THAT THEY ARE UNDER 18 YEARS OLD AND HEREBY GRANT PERMISSION FOR THEIR PARTICIPATION IN EQUINE ACTIVITIES AND ACKNOWLEDGE THE HAZARDS AS EXPLAINED IN THE AGREEMENT ON THE REVERSE OF THIS CONTRACT.

1. \_\_\_\_\_ Date of Birth \_\_\_\_\_

2. \_\_\_\_\_ Date of Birth \_\_\_\_\_

3. \_\_\_\_\_ Date of Birth \_\_\_\_\_

4. \_\_\_\_\_ Date of Birth \_\_\_\_\_

5. \_\_\_\_\_ Date of Birth \_\_\_\_\_

6. \_\_\_\_\_ Date of Birth \_\_\_\_\_

**CACHE COUNTY FAIRGROUNDS  
RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

In consideration and as a condition of being permitted to enter upon, use, and remain upon the premises and facilities of the Cache County Fairgrounds, owned and operated by Cache County, the undersigned, acknowledges, confirms, and agrees as follows:

For the purpose of this instrument:

- a. "Equestrian Activity or Event" means any horse related activity or event, or related activity or event conducted or occurring in or about the Cache County Fairgrounds.
- b. "Related activity or event" includes, but is not limited to, driving, riding in or upon, boarding or exiting a vehicle or trailer; moving, lifting, loading or unloading any equipment, people, gear, tack, animal, or other items; preparing any equipment, gear, trailer or vehicle, animal, or tack or practicing for engaging or participating in the activity or event.
- c. "Property damage" means damage, destruction, and or incapacitation to any physical property, real property or chattel.
- d. "Injury" means bodily or other personal injury or death.

1. The undersigned applies to Cache County for permission to enter upon, use, and remain upon the premises and facilities of the Cache County Fairgrounds for the purpose of engaging or participating in an equestrian activity or event, including any related activities or events.
2. The undersigned acknowledges and agrees that equestrian (Horse) related activities are inherently dangerous and may result in death or serious injury to a participant. The inherent risks associated with Equestrian activities include, but are not limited to, (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; or (d) 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. **CACHE COUNTY IS NOT RESPONSIBLE FOR DEATH OR INJURY TO ANY PARTICIPANT IN AN EQUESTRIAN ACTIVITY CAUSED BY OR ARISING OUT OF THE INHERENT RISKS OF EQUESTRIAN ACTIVITIES.**
3. The undersigned is aware of, and agrees to fully comply with all of the rules and regulations of the Cache County Fairgrounds for the entry, use, and presence of the undersigned upon, on, or within the premises and facilities and engagement and participation in the said event or activity.
4. Prior to signing this release, waiver of liability, and indemnity agreement, the undersigned has had the opportunity to personally inspect the premises and facilities of the Cache County Fairgrounds and to make inquiries and obtain all relevant and sufficient information and advice, including legal advice, about the nature, risks, and details of above-described activity, event, or related activities or events.
5. The undersigned acknowledges and confirms that the decision to engage in or participate in the said activity or event and to sign this release, waiver of liability, and indemnity agreement is a voluntary decision and act on the part of the undersigned.
6. The undersigned herewith agrees to release and waive any and every claim for liability which the undersigned may have against Cache County, the Cache County Fairgrounds, and any of the officers, employees, agents, representatives, and volunteers of Cache County or the Cache County Fairgrounds arising from any injury to the undersigned or any other person or damage to the property of the undersigned or any other person resulting from the entry, use, and presence of the undersigned on, upon, or within the premises or facilities of the Cache County Fairgrounds or from the engagement or participation of the undersigned in said activity or event.
7. The undersigned herewith agree and promise to Indemnify and hold Cache County, the Cache County Fairgrounds and its respective officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the undersigned and/or his/her/their officers, agents, officials, members, employees, and volunteers, or any person or persons. In addition, User agrees to repair, solely at Users Cost, all damage to Cache County's facilities or equipment arising out of User's use or possession of said facilities.
8. This release, waiver of liability, and indemnity agreement constitutes an exculpatory contract between the parties which will deny the undersigned the right to recover damages from Cache County, the Cache County Fairgrounds, and any of the officers, employees, agents, representatives, and volunteers of Cache County or the Cache County Fairgrounds for damages or injury which might occur from the entry, use, and presence of the undersigned on, upon, or within the premises and facilities of the Cache County Fairgrounds or the engagement or participation of the undersigned in the said activity or event.
9. Permission granted by this agreement for undersigned to enter upon, use and remain upon the premises and facilities of the Cache County Fairgrounds is conveyed solely to the undersigned and said permission may not be transferred, assigned or used by any other person or organization other than the undersigned. Failure to comply with this restriction may result in the revocation of the permission granted under this agreement.
10. The approval of this instrument and agreement by Cache County for itself and on behalf of the Cache County Fairgrounds, and any of the officers, employees, agents, representatives, and volunteers of Cache County or the Cache County Fairgrounds is subject, in part, upon the information provided by the undersigned:

Primary Pass Holder's Signature \_\_\_\_\_ Date \_\_\_\_\_

Secondary Pass Holder's Signature \_\_\_\_\_ Date \_\_\_\_\_