# County of Lampasas Rodeo Association Arena Rental Agreement Contract

• •	int information	
Organi:	zation Name:	
Name (	of Contact:	Secondary Contact Name:
		Phone Number:
Addres	ss:	
Email:		
Public	Use:	
	Hourly Rate: \$25 per holights and water. If needed, p	our (MAX 5 people. <b>ARENA ONLY! This does not include pens, chutes</b> olease contact us.)
Event Ir	nformation	
Rental	Dates: From:	To:
Expecte	ed Attendance for Event:	
Check A	Amenities Requested	
	Full Access Outdoor Are	ena with Lights and Arena Prep (\$525 a day)
	Arena Drag/Water Truc	k Operator (\$175)
	Bathroom Facilities (Ir outside vendor)	cluded. If additional facilities needed, Lessee must provide from
	Parking (Included. If Le	essee charges a parking/ticket fee, CLRA is to receive 25%.  nd secured by Lessee.

General (	For Event Use):			
1. Is t a. b.	this event open to the public?  Admission fee? (Cost \$)  Parking fee? (Cost \$)	YES	NO	
2. Es	timated Time Frame of Event:	am/pm to	oam/pm	
3. Are	e minor children (under 18) participants in this event?	YES	NO	
4. Wi	Il alcohol be consumed at this event? (see Rule #7)	YES	NO	
_	Il food be consumed or sold at this event? Il security be provided? (Need Copy of City's written	YES	NO	
apı	proval if alcohol present and over 250 people see	YES	NO	NA
Ap	ppendix #8)	YES	NO	
	ill you require the use of utilities?  you have liability coverage for this event? (see Rule #5)	YES	NO	
General Lia	ability Insurance Information			
Is Certificat	te of General Liability Insurance provided?	YES	NO	

POLICIES AND RULES FOR ARENA USAGE ARE ATTACHED. PLEASE READ THOROUGHLY BEFORE RESERVING THE FACILITIES. YOU WILL BE REQUIRED TO ADHERE TO ALL POLICIES AND RULES.

Physical Address: 2351 FM 580 W Lampasas, TX 76550 Mailing Address P.O. 1571 Lampasas, TX 76550 Phone Number: 512-525-9270 210-897-9263

# County of Lampasas Rodeo Association Arena Rental Policy and Rules Appendix

- 1. Arena Rental Period: \$525 a day Public Use: \$25 per hour
- 2. Multiple Day Events: Parties booking for multiple day events will pay the 12-hour rate per day. Clean up must be done by 12:00 midnight the last day of booking or the per hour charge will apply to additional clean-up time.
- <u>3.</u> Event scheduling: Bookings may be made up to twelve (12) months in advance of the proposed event.
- 4. Payment: Full payment is due when reservation is made
- 5. Insurance: Lessee must each provide a copy of its certificate of liability insurance, with a separate endorsement listing the City of Lampasas as an additional insured, in the amount of\$2,000,000.00, insuring against any and all claims for personal injury, death, and/or property damage relating to the event and County of Lampasas Rodeo Association/City of Lampasas.
- 6. Indemnification: County of Lampasas Rodeo Association and the City of Lampasas shall not be liable to Lessee or Lessee's employees, agents or invitees, or to any other person or entity, for any injury to person or property on or about the Arena caused by the negligence or misconduct of Lessee, its employees, or agents. Lessee and all vendors shall indemnify CLRA and hold CLRA harmless from any loss, expense or claims arising out of any such injury.
- 7. Alcoholic Beverages: No sale of alcoholic beverages will be allowed at the County of Lampasas Rodeo Association Arena. Alcoholic can be brought on the premises with a permit from the city to consume alcohol.
- 8. Law Enforcement and Emergency Medical Services ("EMS"): Lessee shall be solely responsible for providing a reasonable number of Law Enforcement and EMS personnel, at the City's discretion, before, during, and after the event to help maintain order, to regulate traffic control, and/or to provide any other security/safety functions that the City determines to be necessary. Lessee shall be responsible for the actions and safety of Lessee or any of Lessee's guests, patrons, or anyone on or around the 580 Arena premises as a result of the event, including without limitation protecting such persons from injury or death and protecting Lessee's and City's property or the property of such persons from loss or damage. Lessee shall arrange for such security and EMS personnel at its own expense and advise the City of actions taken. The City must approve the Lessee plan for security and safety a minimum of fourteen (14) business days before the first day/date of the event. The event cannot take place without prior written approval from the City. Copy of written approval from the City to be provided to CLRA.

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Emergency Medical Technicians are required at each event where there is a substantial risk of injury to the contestants or audience. Need is determined on an event-by-event basis by Staff. Securing and/or notifying EMT and Paramedics is the responsibility of the event holder. The establishment of Law Enforcement requirements for an event will be determined by Staff. These guidelines are established for the protection of life and property while events are in progress and may include officers before, during or after events. All law enforcement officers will be arranged for and managed by the event holder. Law Enforcement must be present prior to the beginning of the event and must remain until all crowds and traffic are dispersed and evacuated. See table below for guidelines-final plan must be approved by Staff.

Attendance	Law Enforcement -	Law Enforcement-
	no alcohol	alcohol
1-250	0	?
251-500	1	1
501-750	1	2
751-1000	3	4
1001+	?	?

- <u>9.</u> Release of Liability Waivers: The Lessee is responsible for copying waivers and obtaining signatures from each participant prior to participation in the event. Signed waivers must be returned to County of Lampasas Rodeo Association no later than seven (7) business days after an event is completed.
- 10. Litter Control: Trash cans are available. After use, all trash must be placed in the dumpster. Please pick up any trash left by participants in any areas used in the park. Trash creates problems for the next user/Lessee and encourages unwanted pests. Please help keep the park clean. Trash that is not removed by Lessee will be removed by staff and could result in forfeiture of deposit.
- 11. Parking: Parking is free to Lessee and its participants. If parking is collected, Lessee will pay fifty percent (25%) to CLRA.
- 12. Fire: Campfires or fireworks are NOT permitted
- 13. Dogs: Dogs must be on leash at all times

14. Occupancy Interruption: In the event due to conditions beyond its control, such as property damaged by fire, flood, tornado, windstorm, vandalism, or any other act over with Lessee has no control, the Agreement may be terminated, and Lessee will receive full refund. Please read and sign below: I have read and agree to the terms and conditions stated in the Policies and Rules for the County of Lampasas Rodeo Association and do hereby request the use of the facilities as outlined in this Agreement. As the authorized agent, I shall be the responsible contact for my group, organization, membership, and/or event. I hereby agree to indemnify and hold harmless the Blanco Rodeo Association, Directors of CLRA, City of Lampasas, and 580 Sports Complex from and against all liabilities for any injury to person or property which may be suffered by me or my party arising out of or in any way connected with participation in the rental noted above. By signing below, I declare I have read, understand, and agree to abide by the existing said Policies and Rules. I understand that I may request to have a copy of the Policies and Rules for my possession. Lessee Signature **Date Signed** Date Signed Representative Signature ALL FORMS MUST BE SUBMITTED AT LEAST 30 DAYS BEFORE THE SCHEDULED EVENT. Forms will be accepted via e-mail, regular mail, or hand delivery (Please call ahead if choosing to hand deliver) Please make checks payable to: County of Lampasas Rodeo Association; and Mail to PO Box 1571 Lampasas, TX 76550

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#### COUNTY OF LAMPASAS RODEO ASSOCIATION

### WAIVER. RELEASE. INDEMNIFICATION & HOLD HARMLESS AGREEMENT

Participant's Name (up to 5 family members per Waiver). Pleas	e print clearly and include each person's age.
Home Phone or Cell Phone- Main contact number	
Address	
City	
Zip Code	Email
Name of Participants Emergency Contact Phone/Cell#	

#### WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESTOCK OR EQUINE SHOW SPONSOR, INCLUDING AN ORGANIZATION EXEMPT UNDER THE IRS CODE 501(C) 3, IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES.

#### 1.) Acknowledgement of Risk, Identification of Released Parties and Assumption of Risk.

I acknowledge that all equine and livestock activities are dangerous. I also acknowledge that if I participate, or allow my minor child or ward to participate, in any equine or livestock activity, including as a rider, handler, lessee, share boarder, owner, agent, spectator, volunteer and/or trainer, I choose to do so voluntarily, knowing that this activity is dangerous COUNTY OF LAMPASAS RODEO ASSOCIATION CORP. (Hereinafter referred to as COUNTY OF LAMPASAS RODEO ASSO. its insurers, employees advisors and/or agents, staff members, instructors and volunteers while acting on behalf of COUNTY OF LAMPASAS RODEO ASSO. are here after collectively referred to as the "Released Parties". I understand it is impossible to guarantee the safety of anyone who is in, upon or uses the facility and grounds for any purpose. Therefore, understand that when I am in any location where horse and/or livestock related activities are conducted or horses, livestock and/or property, vehicles, machinery, and tack equipment are used I assume all risk and legal responsibility for loss or damage to property, physical injury. including death, illness or permanent injury and or permanent disfigurement. I acknowledge that I am solely responsible for determining whether I and/or my minor child or ward and/or any equine or livestock animal used by me, my minor child or ward is physically fit, appropriate and/or skilled enough to engage in any particular equine activity. I acknowledge that none of the Released Parties have any knowledge of or obligation to investigate the level of my training, the training of my minor child or ward, or the training or suitability of any equine or livestock animal I, or my minor child or ward, use within the facilities o upon the grounds that COUNTY OF LAMPASAS RODEO ASSO. leases, rents, owns, along with any location COUNTY OF LAMPASAS RODEO ASSO. travels to for events or attends away from the facilities.

## 2.) Assumption of Responsibility. Waiver of Liability and Release.

I specifically represent covenant and warrant that if I and/or minor child or ward violate and/or fail to follow any of the rules or regulations at any time in any way of for any reason, then I (either individually or on behalf of my minor child or ward) assume full and complete responsibility for any and all injury, loss of property and/or death that may result and expressly waive and release each of the Released Parties from any claim for such, loss, injury and/or death.

#### 3.) Agreement of Waiver. Release. Indemnification. and Hold Harmless.

I fully understand that this agreement covers, but is not limited to, all known and unknown risks of an equine or livestock activity, which means a danger or condition that is an integral part of an equine or livestock activity, including but not limited to, any of the following: (a) the propensity of an equine or livestock animal; (b) the unpredictability of an equine's or livestock animal's reaction to sounds sudden movement, unfamiliar objects, weather conditions, persons, or other animals; (c) hazards, including but not limited to, surface or subsurface conditions; and, (d) the potential of an equine activity participant to act in negligent manner that may contribute to injury, death, or loss to themselves and/or any other person(s), including but not limited to, failing to maintain control over an equine or livestock or failing to act within the ability of the participant.

I forever waive, release, agree to indemnify and to hold harmless each and every one of the Released Parties of and from any and all liability for any and all claims, demands, causes of action, damages, injuries or death that the undersigned may have including any injuries or death to my equine or livestock and/or loss of my property, of ever nature arising out of or in any way resulting from being upon or the use of COUNTY OF LAMPASAS RODEO ASSO. facility, tac or other equipment, programs, functions or events at our grounds COUNTY OF LAMPASAS RODEO ASSO. and facilities, and any and all COUNTY OF LAMPASAS RODEO ASSO. traveling programs, functions, events that are away or off of the premises having to do with COUNTY OF LAMPASAS RODEO ASSO. and I assume all risks as set forth in this agreement.

Neither my minor child or ward nor I, nor any one claiming through me or them, will hereafter make any claim or demand against, initiate, file o bring any legal lawsuit, action or proceeding against any of the Released Parties, for or on account of, arising out of, or in any way connected with any injury or loss or for any claim made by others for any injury of loss or any nature arising out of or in any way resulting from being upon or the use of the COUNTY OF LAMPASAS RODEO ASSO. facilities, events and grounds. I execute this Waiver, Release.

Indemnification & Hold Harmless Agreement freely and voluntarily and for and on behalf of myself and/or m child and/or ward, and for anyone claiming under or through any of them, and for each of their respective heirs' administrators, representatives and assigns. If any provision of this Agreement is found to be invalid or illegal in a court of competent jurisdiction, I agree the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties.

I consent to and authorize the use and reproduction by COUNTY OF LAMPASAS RODEO ASSO. of any and all photographs in any other audio/visual materials taken of me for promotional material, educational activities, and exhibitions o for any other use for the benefit of COUNTY OF LAMPASAS RODEO ASSOCIATION. INC.

Furthermore, participant and/or guardian does consent to the Blanco Rodeo Association's use of name, voice, video, likeness, biography, photograph, and other pictures in connection with advertisement and promotion of the rodeo and sport of rodeo.

BEFORE SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE INFORMATION IN IT. ACKNOWLEDGE THAT I DO NOT NEED ANY FURTHER EXPLANATION OF ITS CONTENTS AND WAIVE ANY FURTHER EXPLANATION. HAVE VOLUNTARILY AGREED TO ITS TERMS AND PROVISIONS AND I AGREE THAT NO OTHER STATEMENT, REPRESENTATIONS O INDUCEMENT APART FROM WHAT IS STATED IN THIS AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT AND MY SIGNATURE TO IT.

Participants Signature	Birth Date	Today's Date
Participants Signature	Birth Date	Today's Date
Participant's Signature	Birth Date	Today's Date
F A PARTICIPANT IS UNDER THE AG	E OF 18, THE SIGNATURE O	F A PARENT OR LEGAL
GUAR	IDIAN IS REQUIRED.	
Parent or Legal Guardian's Signature:	Printed name:	

Today's Date: