Wharton **C**ounty **Y**outh **F**air **& E**xposition
P.O. Box 167 • Glen Flora, Texas 77443
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ARENA LEASE CONTRACT FOR PRACTICE

This agreement made this_____day of _____, 20 _____,

between Wharton County Youth Fair, lessor, and_____, lessee.

Phone #_____

DATE: _____ **TIME:** _____ACTIVITY: _____

1. **CONDITIONS OF RENTAL:** (Entrance & Parking) Enter through Main Gate; all trucks and trailers must be on hard surface area, north & east of the Lillie Johnson Arena.

2. **ARENA:** The arena is **as is** for practice WCYF does not till the arena prior to practice.

3. **FEE for ARENA:** (Check appropriate box)

   - ○ **$50.00** For **3 hours** of **practice**, **5 riders** only. ***(AS IS)***
   - ○ **$10.00** a rider for over 5 riders
   - ○ **$15.00** per hour for **Lights** **ON**☐ **OFF**☐
   - ○ **$10.00 per hour for Fans** **ON**☐ **OFF**☐

4. **LIABILITY INSURANCE**: All Lessees are required to provide a copy of liability insurance coverage ($1,000,000 Personal Injury & $3,000,000 Aggregate). Wharton County Youth Fair MUST be listed as additional insured on the policy.

THE LESSEE, IT'S OFFICERS, DIRECTORS, AND MEMBERS, AGREE TO HOLD LESSOR HARMLESS FROM ALL CLAIMS THAT MAY ARISE IN THE USE OF THE PREMISES BY THE LESSEE WETHTER IT BE FROM ACTIVITIES HAPPENING ON OR OFF THE PREMISES IN CONNECTION WITH USER HEREOF. IF LESSOR INCURS ANY EXPENSES OR FEES RESULTING FOR DEFENSE OF ANY CLAIMS, LESSEE AGREES TO REIMBURSE LESSOR FOR ANY SUCH FEES UPON WRITTEN NOTICE OF SUCH CHARGES.

_____
President or Authorized Agent of Wharton County Youth Fair

_____
Print Name of Lessee

_____
Signature of President, Authorized Agent, Individual Party

RELEASE AND WAIVER OF LIABILITY AND INDEMINITY AGREEMENT

IN CONSIDERATION of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as the areas to which admission by general public spectators is prohibited), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such restricted area and that if, at any time , he is in or about restricted areas and feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted area(s):

1. HERBY RELEASES, WAIVES DICHARGES AND COVENANTS NOT SUE the promoters, other participants, operators, officials, any persons in any restricted area, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purposes herein referred to as " releasees" from all liability to the undersigned, his personal representatives, assigns, heirs and next of kin for any and all loss of damage, and ay claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon the restricted area, and/or, competing, officiating in, observing, working for, or for any purpose participating in the event.
2. HERBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing. Officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.
3. HERBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the restricted area an/or while competing, officiating, observing, or working for or for any purpose participating in the event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities could be dangerous and involve the risk of serious injury an/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the forgoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the balance shall, notwithstanding, continue in full legal force an effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. ;

Signature	Rider/Spectator