

Membership Year _____

Fob Number: _____

Cherokee County 4-H Expo Center Building Member Information

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Will only be used to notify members of important announcements, availability of facility, etc. and will not be shared with others.

Home Phone Number: _____

Cell Phone Number: _____

Whose: _____

Cell Phone Number: _____

Whose: _____

Cell Phone Number: _____

Whose: _____

Family members included in this membership and covered under your Home/Farm Liability insurance policy:
(Please list First and Last name if different from above.)

Please Initial Items below, Sign, and Return this sheet only with payment

_____ WE/I have Home/Farm liability Insurance

_____ I have received, read, understand, and accept the Cherokee County 4-H Expo Center Building Use Membership Guidelines

_____ I have received, read, understand, and accept Cherokee County 4-H Expo Center Building Assumption of Risk, Release of Liability, and Indemnity Agreement

Member's Signature: _____ **Date:** _____

Cherokee County 4-H Expo Center

c/o Nancy Woltman
5329 O Ave
Cherokee, IA 51012

or c/o Katherine Martin
1354 570th Street
Cherokee, IA 51012

or c/o Peggy Corrington
5702 S Ave
Cherokee, IA 51012

____ New Membership _____ Renewal Membership Amount Paid \$ _____ By: _____
Cash _____ Check/Check # _____ Date Paid: _____

Cherokee County 4-H Expo Center Membership Guidelines

Important Please Read/Save -----Do Not Return -----Your Copy

Membership Fobs and Fees

- Membership will include an individual and immediate household family members onl.
- Expo Center membership fee will be \$120 beginning January 1 each year.
- Lost fobs will need to be replaced at the expense of the member. Replacement fee will be \$20.
- There will be a \$25 NSF fee for any returned checks. Membership fee is not refundable.
- Do not loan out Fobs to non-members.
- Membership maybe cancelled if membership guidelines are abused. This will be determined by the Management Team and Cherokee County Fair Association.

Rules and Regulations

1. No use of the facilities shall be made which is contrary to the **laws of Iowa**, or contrary to any ordinance.
2. No smoking or alcohol will be allowed inside the building.
3. Dogs must be on a leash or tied at all times.
4. No activities involving flames, fireworks, or explosives are permitted in or around the premises.
5. Members under the age of 18 should be accompanied by an adult.
6. Members need to be courteous and respectful of everyone using the facility.
7. Tie horses to black continuous fencing.
8. Horses will not be turned loose in any area when other members and horses are present.
9. Guests must be accompanied by an adult member and should be kept to a minimum (1 or 2)
10. Members assume all responsibility and liability for their guests.
11. Members shall not use the arena in a for-profit situation (example - paid lessons).
12. Keep vehicles and animals north of the main stage area of the fairgrounds.
Park to the north of the Expo Arena if the Bomgaars Conference Center is rented.
13. Access to the building may be limited during inclement weather
14. Individuals and family members shall not use the building during the following:
 - County Fair Week including pre- and post-fair setting up and tear-down time (Mid July)
 - Rodeo Week (The week after Memorial Day)
 - Scheduled 4-H club or county events
 - Building is closed for a private event

Members may check availability on the Facebook events tab (CherokeeCounty4HExpoCenter) or contact Peggy Corrington at 712-221-0018; Nancy Woltman 712-229-0756 or Katherine Martin 712-229-1380

15. Members shall schedule times with Peggy, Nancy, or Katherine in advance if they are wishing to use non-haltered livestock at the Expo Center.

Duties for Use of Facilities

- A. Sign in upon arrival. We keep a record of building use for reporting/planning purposes.
- B. Members must inform guests of all rules, regulations, duties and the Assumption of Risk, Release of Liability, and Indemnity Agreement (page 3).
- C. Pick up all manure, garbage, and trash, inside and outside the building and around trailers, and carry it out with you or place in designated area(s). **Do not leave manure inside the building.**
- D. Put away any equipment that was used, shut gates, and leave the facility as you found it.
- E. Turn off all lights and fans, including the restroom areas.
- F. Check and lock walk-in and sliding doors.
- G. Report damage to Peggy Corrington, 712-221-0018, Nancy Woltman ,712-229-0756, or Katherine Martin 712-229-1380

***Members are encouraged to use the buddy system when riding at the Cherokee Co. 4-H Expo Center ***

Assumption of Risk, Release of Liability, and Indemnity Agreement

1. **ACKNOWLEDGE** receipt of Cherokee County 4-H Expo Center Building Use Membership Guidelines.
2. **CERTIFY** that I have read, understand and agree to obey all membership guidelines listed in this document.
3. **ACKNOWLEDGE**, agree and represent that family members and guests **FULLY UNDERSTAND THAT THE ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO, "INHERENT RISKS OF ANIMAL (EQUINE) ACTIVITIES" THAT MAY RESULT IN PROPERTY DAMAGE AND BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, PERMANENT DISABILITY, PARALYSIS AND DEATH (collectively " RISKS")**; **that such risks may be caused by the Member's own action or inaction, the action or inaction of others participating in the activities, the condition of the premises at which the activities take place and/or THE NEGLIGENCE OF THE RELEASEES NAMED BELOW.**
4. **UNDERSTAND AND AGREE** that **"inherent risks of a domesticated animal (equine) activity"** means a danger or condition which is an integral part of a domesticated animal (equine) activity, including, but not limited to those stated in the **"Warning"** notice below as taken from Iowa Code Chapter 673.
5. **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES MEMBER INCURS AS A RESULT OF MEMBER'S PARTICIPATION IN EXPO CENTER ACTIVITIES.**
6. **WARRANT AND REPRESENT** that, **if the activities involve animals (horses), Member is adequately qualified and experienced to both (a) safely handle and ride a horse in a manner to protect member and other third parties, and (b) participate with groups of riders and horses, such as to take adequate defensive action to avoid injury from third party participants and horses. Furthermore, Member understands that it is Member's responsibility to ascertain the adequacy of Member's training and experience, the adequacy and training of Member's horse and for member to conduct himself/herself in a manner such as to make the activities safe and enjoyable of all members.**
7. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE CHEROKEE COUNTY FAIR ASSOCIATION OR ITS OFFICERS, MEMBERS, VOLUNTEERS, AGENTS, REPRESENTATIVES, AFFILIATES, AND INSURERS; CHEROKEE COUNTY OR ITS ADMINISTRATORS, SUPERVISORS, AND EMPLOYEES; OR CHEROKEE COUNTY 4-H EXPO CENTER BUILDING MANAGER, (EACH CONSIDERED ONE OF THE "RELEASEES" HEREIN) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES WHENEVER OR HOWEVER ARISING AS TO INJURY, DEATH AND/OR PROPERTY DAMAGE OCCURRING AS A RESULT OF MEMBER'S PARTICIPATION IN THE ACTIVITIES OR CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**
8. **AGREE** to indemnify, hold harmless and defend Releasees from any and all liability, whenever or however arising, from all third party claims, demands, causes of action, suits, judgments, liabilities, costs and expenses of any nature arising out of (i) Member's negligent act(s) or omissions during or related in any way to the activities; and/or (ii) Member's willful act(s) or omission(s) during or related in any way to the activities; and/or (iii) any misinformation or misrepresentations made by Member in this agreement. Member agrees to pay any of Releasees costs, expenses, and reasonable attorney fees incurred, arising directly or indirectly out of or with respect to any third party claims or associated with the enforcement of the indemnity obligations referenced above.
9. **AGREE** that this Assumption of Risk/Release of Liability/Indemnity Agreement ("Agreement") (a) shall bind me, my family, my heirs, legal representatives, successors and assigns; (b) shall be governed by the laws of the State of Iowa; and (c) shall be subject to the exclusive jurisdiction of the state and federal courts located in Cherokee County, Iowa.

WARNING

UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.

A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting. The domesticated animal may react unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects.

The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.

Member has read this agreement, fully understands its terms, understands that Member is giving up substantial rights by signing it and has signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be void, voidable, invalid or inoperative, the balance, notwithstanding, shall continue in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein. By submitting this document to Cherokee County Fair Association, I hereby agree to be bound by all the terms and conditions of the Cherokee County 4-H Expo Center Building Use Membership Guidelines.