

DICKINSON STATE UNIVERSITY  
**PUBLIC USE OF INDOOR/OUTDOOR ARENAS**  
**HORSEBACK RIDING OPERATING PROCEDURES**

Dickinson State University will make the indoor and outdoor arenas located at the Agriculture Complex – West Campus available to the general public for horsemanship. The arenas will be available for use Mondays-Wednesdays-Fridays from 7-10 a.m. MT (excluding federal holidays). **The institution reserves the right to interrupt the schedule to accommodate activities relating to Dickinson State University's academic and intercollegiate programs.**

PROCESS:

1. Waiver of liability, indemnification, and medical release forms must be reviewed by all participants (or parents/guardians) before entering and utilizing the arena.
2. Participant Roster and Waiver of Liability must be completed, signed, and witnessed for each participant (adult or minor).
3. A utilization fee of \$5.00/horse/day will be assessed in an effort to address related costs. Participants, through the honor system, shall record their participation along with the number of horses ridden on the provided daily log sheet. Participants must sign in each day. The participant can either be billed by the institution (upon agreement with the institution) or pay each day.

**DICKINSON STATE UNIVERSITY**  
**ARENA RULES**

- Pick manure from tie areas before leaving.
- Pick manure from arena and roping boxes after riding.
- Do not tie horses inside arena fence.
- Do not feed hay or grain anywhere in the building.
- No sawdust/shavings in building (except in roping chute).
- No dogs allowed without prior permission from rodeo coach.
- Keep all gates closed all the time.
- Remove practice aids from arena when finished (barrels, roping dummies, etc.).
- Level roping boxes after each use.
- No prolonged or unsupervised turnouts.
- No smoking or alcohol in building.
- No parking on the south side of the arena.
- Do not use or move any arena equipment.

# DICKINSON STATE UNIVERSITY INDOOR/OUTDOOR ARENA WAIVER OF LIABILITY, INDEMNIFICATION AND MEDICAL RELEASE

***To be received/reviewed by adults participating in the event OR  
To be received/reviewed by adults if the participant is under 18 years of age.***

## ***Acknowledgment and Assumption of Risk***

I (participant or parent/legal guardian) am aware of the dangers and the risks to my person (or the risks to my child/minor) and property involved in participating in **equine related activities**.

I understand that this activity involves certain risks for physical injury to the participant. I also understand that there are potential risks of which I may not presently be aware. Because of the dangers of participating in this activity, I recognize the importance and agree to fully comply with the applicable laws, policies, rules and regulations, and any supervisor's instructions regarding participation in this activity.

I understand that the State of North Dakota (State) does not insure participants in the above-described activity, that any coverage would be through personal insurance, and the State has no responsibility or liability for injury resulting from this activity.

**I voluntarily elect to participate in this activity (or I acknowledge that the participant/minor elects to participate in this activity) with knowledge of the danger involved, and I (or I and my child/minor) hereby agree to accept and assume any and all risks of property damage, personal injury, or death.**

## **Waiver of Liability and Indemnification:**

In consideration for being allowed to voluntarily participate in the above-referenced event, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I forever:

- A. **waive, release, and discharge the State of North Dakota** and its agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in the above referenced activity or event; and
- B. **defend, indemnify, and hold harmless the State of North Dakota**, its agencies, officers and employees, from and against any and all claims of any nature including all costs, expenses and attorneys' fees, which in any manner result from participant's actions during this activity or event.

I (or I and my child/minor) hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident or illness during this activity or event. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

I, the participant or parent/legal guardian, affirm that I am at least 18 years of age and am freely signing this agreement. **I have read this form and fully understand that by signing this form I am giving up legal rights** and/or remedies which may otherwise be available to me regarding any losses I (or my child/minor) may sustain as a result of participation. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

*Waiver of Liability created based on a State of North Dakota Office of Management and Budget template (2016).  
North Dakota Century Code (NDCC) Chapter 53-10 – Equine Activity Sponsor of Professional also applies.  
<http://www.legis.nd.gov/cencode/t53c10.pdf>*