

ASSOCIATION PARK USE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2008 by and between _____, (the "Association") and Cohoctah Township. The undersigned hereby agrees that he/she is the duly authorized representative of the _____, and has the authority to execute this agreement on behalf of the Association that has requested, and in consideration for executing this agreement, is being allowed to use the Cohoctah Township Park for equestrian related purposes under the supervision and control of _____.

By signing below, this signifies that the above Association/person understands that the use of the park for equestrian purposes is being provided by Cohoctah Township in the interests of the citizens of Cohoctah Township and area residents, as well as the local schools, and especially for the use of the above named Association and those who will use the Park because of their affiliation, whether active or apparent with the Association. The undersigned also acknowledges that use of the Park is granted because of the supervision and control over the equestrian activities that is being provided by the Association/person(s) named above.

The Association shall provide their own liability insurance of a half million (\$500,000) per person and one million (\$1,000,000) per event. Additionally, Cohoctah Township is to be named additional insured on said Association's insurance policy covering equestrian activities at the Park, which policy shall contain a clause for 30 days notice of cancellation of policy. A copy of the Certificate of Insurance shall be provided to the Township Clerk before equestrian activities are begun.

The undersigned further acknowledges that this use of the Park for equestrian activities is purely voluntary at the request of the Association and agrees that Cohoctah Township, its Board of Trustees, officials, employees, agents, and/or volunteers have no responsibility to any person because of the participation in the equestrian activities, nor for any animals infecting other animals at the site, and therefore releases and waives any claims for injury or loss of any kind, including death, related to the use of the Cohoctah Township Park while on the Park premises for any reason related to participation in those activities, whether actually participating in those activities or merely being present at the Park for those activities.

A fee shall be paid by the Association to Cohoctah Township for each participant or exhibitor for the equestrian activities in accordance with the fee established by the Township Board for such purpose. The fee shall be paid to the Township Clerk and/or Township Treasurer within five days of the event.

All events and use of the Park shall be scheduled through the township official designated to schedule such events and shall be subject to availability as determined by the township, through its designee, in its sole discretion.

Use of the Park for equestrian purposes shall be limited to the existing fenced boundaries and shall at all times be subject to compliance with the duly adopted Park rules established by

Cohoctah Township, as the same may be amended from time to time. A copy of the current rules is attached to this Agreement.

It is further agreed that the Association shall be responsible for cleaning up the area used for equestrian activities, including the proper removal and disposal of manure, at the end of each day that the Park is used. The Association shall pay a security deposit of \$200.00 to Cohoctah Township to be held and used by Cohoctah Township for the repair of damages or for cleanup that the Association fails to do as required by this Agreement. In the event the \$200.00 proves to be insufficient, the Association agrees to reimburse Cohoctah Township for any and all additional costs needed to repair or clean the Park. The Association shall be responsible for any and all damage caused to the Park in any way arising from the use of the Park by the Association.

The undersigned hereby agrees, for and on behalf of the Association named above, that it will conduct all activities on the Park premises so as not to endanger any person lawfully on the premises, to indemnify and hold harmless and defend Cohoctah Township, its Board of Trustees, officials, employees, agents, and volunteers against any and all claims for injury or loss of any nature, including death, from any and all demands, damages, rights of action, present or future, whether known or unknown, anticipated or unanticipated to person or property, (including claims of any volunteer, employee, agent, representative or any other person) that in any way arises out of the use of the Cohoctah Township Park for equestrian related purposes by the above named person or those who are engaged in any way in equestrian related activities through affiliation with said.

The Association shall be responsible for obtaining all releases from parents and/or guardians of the minor children using the Park under this agreement prior to the use of the Park.

This Agreement constitutes the entire understanding between the parties hereto and there are no other representations or agreements, verbal or otherwise, between the parties. This Agreement represents the entire agreement between the parties and any and all prior understandings are merged in this Agreement.

Date

The Association

By

Its:

Cohoctah Township

Its: