



Challenge Course Contract

This **CHALLENGE COURSE** (“Agreement”) made on , between The Regents of The University of California on behalf of the University of California Riverside Student Recreation Center (“University”)

and (“Client”)

for the Challenge Course event and services as set forth below. As payment to such services, client agrees to pay

to the University in the form of cash, credit card, recharge, or check (made payable to REGENTS, UC).

| | | |
|------------------------|-------------------------|------------------|
| Date of Event: | Day of Event: | Start/ End Time: |
| Client Contact Name: | | Client Phone #: |
| Client E-mail Address: | | Group Type: |
| Address of Client: | | |
| Method of Payment: | Number of Participants: | |
| Deposit/ Due Date: | Balance/ Due Date: | |
| Schedule of Event: | Itemized Pricing: | |

THE FOLLOWING STIPULATIONS MUST BE MET:

1. Each Participant **MUST** have a completed waiver and personal info form in order to participate in event.
2. A 50% deposit is due by the date listed above. The remaining balance is due the day of the program, unless payment is via purchase order; in which payment is due within 30 days of event date.
3. If client cancels less than seven working days prior to the date of the course, or fails to show on the arranged date, client will forfeit the entire amount.

4. In case of inclement weather or other safety concerns at the site, University may cancel the event. In such case and as Client's sole remedy, University shall refund any payments made in advance by Client. University shall not be liable to Client for any breach of this Agreement due to acts or regulations of public or University authorities, labor difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, acts of God, or any cause beyond the control of the University.
5. Changes in the number of participants must be made and agreed upon more than two working days prior to the date of the course. If client fails to timely notify University of a decrease in participation, client will be charged for the number of participants originally agreed upon. If the client brings more participants than agreed upon, client will be charged for additional participants.

6. **INSURANCE**

UNIVERSITY, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. General Liability Self-Insurance Program with a limit of not less than \$1 million per occurrence/ \$2 million aggregate.
2. Automobile Liability Self-Insurance Program with a combined single limit of not less than \$1 million.
3. Worker's Compensation as required under California State Law.

CLIENT, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

1. Commercial Form General Liability Insurance (Contractual Liability included) with a limit of not less than \$1 million per occurrence/ \$2 million aggregate.
 - a. If the above insurance is written on a claims-made form, it shall continue for three years following termination of the Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
2. Workers' Compensation as required under California State Law.

7. **INDEMNIFICATION**

- a. CLIENT shall defend, indemnify and hold UNIVERSITY, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CLIENT, its officers, agents, or employees.
- b. UNIVERSITY shall defend, indemnify and hold CLIENT, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, agents, or employees.

Client:

By _____

Signature

Print Name

Title

Date

University:

By _____

Signature

Print Name

Title

Date

Please send contract and payment to: UCR Student REC Center, 900 University Ave. Riverside, CA 92521
 Phone: (951) 827-4473 Fax: (951) 827-4502 Website: www.recreation.ucr.edu Email: ropes@ucr.edu