



WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT

In consideration for my participation in the **Nicki Butler Beginner Mini Event** held at For The Horses Farm, W9711 Beechnut Drive, Wautoma WI (hereafter, "the Activity"), I (the "Participant") hereby acknowledge and voluntarily agree to the following (hereafter, "Agreement"). "Participation" includes, but is not limited to, riding, handling, instructing, or spectating.

1. Acknowledgment of Inherent Risks of Equine Activities. I acknowledge and understand that there are numerous inherent risks of participating in equine activities, including, *but not limited to*: (a) the propensity of an equine or other animal, irrespective of its training, to behave in ways that may result in injury, harm, or death to persons on or around them (for example, jump, run, kick, buck, bolt, spin, rear, strike, or bite); (b) the unpredictability of an equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; (c) certain hazards such as conditions at or below the surface or ground, whether seen or unseen; (d) collisions with other animals or objects; (e) the potential for another person participating in an equine activity to act in a negligent manner that may contribute to injury to me, or to others, such as failing to maintain control over the equine or not acting within his or her ability; (f) the breakage or failure of tack or other equipment; and (g) the potential that an equine or other animal may cause injury or harm to the rider or to other persons or animals in the vicinity. *I understand these risks and further acknowledge that I am not relying on the For The Horses Farm to list in this document all possible inherent risks of participating in equine activities or the Activity.*

2. Acknowledgement that Participation in the Activity is Voluntary and Requires Personal Judgment. I acknowledge and understand that riding instruction by its nature requires that the instructor issue directions in the form of "commands." I understand that while I should consider such commands, I must and will use my own judgment during my participation in the Activity. I understand that while participating in the Activity that: the commands and all activities engaged in as part of the instruction are entirely voluntary; that the instructor is not entitled to nor requests absolute obedience; that I may elect not to comply with any command or suggested act; and that I am expected to at all times be alert and thinking while participating in the Activity. I represent that both my equine and I have the requisite level of physical fitness and mental alertness to enable us to participate in the Activity, and are in good health and free from injury, illness or other defects which may impair our ability to engage in the Activity. I agree to wear a helmet while riding at all times while on For The Horses Farm property.

3. Waiver and Release of Liability. I understand and voluntarily accept the inherent risks of engaging in equine activities, including risks from my voluntary compliance or noncompliance with instructor commands associated with the Activity. I voluntarily agree to hold harmless, release, waive, and covenant not to sue **For the Horses Farm**, members of the Schmidt Family, non-members that pay an auditing fee, as well as all other participants in the Activity ("Released Parties") from any and all injuries, death, liability, or damage to person or property arising from my participation in the Activity, unless caused by Released Parties' reckless, intentional or willful misconduct. Thus, I understand that this waiver and release is effective even if the injury, death, liability, or damage to person or property is caused or contributed to by the *negligent* action or inaction of Released Parties.

4. Equine Activity Liability Law. I acknowledge that I have read the State of Wisconsin's notice regarding equine activities:

Notice: A person who is engaged for compensation in the rental of equines or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or in being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities resulting from the inherent risks of equine activities, as defined in section 895.481 (1) (e) of the Wisconsin Statutes.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Any controversy, dispute, or claim arising out of or related to this Agreement, shall be resolved exclusively through proceedings filed in the federal or state court in **Waushara County, WI**. The invalidity or unenforceability of any provision or sentence of this Agreement shall not affect the validity or enforceability of any other provision or sentence of this Agreement, which shall remain in full force and effect.

I have read this waiver, release, and hold harmless agreement, fully understand its terms, understand that I am assuming risks inherent to my participation, and agree to be fully bound by its terms. I understand that I am free to consult with any counsel about the terms of this agreement.

Signature of Participant _____ Date _____
(or parent or legal guardian of behalf of Participant, if Participant is under 18 years of age)

Name of Participant (please print) _____

Address _____

City/State/ZIP _____ Phone _____

____ (initial) I agree to allow publication on social media of pictures taken at this event which may include, but not limited to me, my horse, my belongings, without compensation.