

WAIVER, AGREEMENT AND LIABILITY RELEASE
READ CAREFULLY BEFORE SIGNING

I agree to the following agreement with KUENZI EQUESTRIAN CENTER, L.L.C., a Wisconsin limited liability company (hereafter referred to as "Stable") as a condition for its allowing me, and the persons identified below, to enter Boots and Saddles Arena, Hemlock Road, Beaver Dam, the Stable's premises and surrounding land (hereafter, "Stable Property"), be near horses or ponies, handle horses or ponies, ride or drive horses or ponies (or be a passenger while the horse/pony is driven), and/or receive instruction or guidance in riding, driving, or handling of horses or ponies at any time and at any location. (These activities, individually and together, will hereafter be referred to as "The Activities.")

ADULT NAME OF CONTRACTING PARTY: _____

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): _____

ADDRESSES OF CONTRACTING PARTIES: _____

PHONE: [Home] _____ [Business] _____ [Cell/Other] _____

I also make this agreement on behalf of the following, who is/are my child/ren or legal ward(s):

1. _____ AGE: _____ 2. _____ AGE: _____
Child's Date of Birth: _____ Child's Date of Birth: _____

All parts of this agreement shall apply to me, and the children/legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this agreement.] This Waiver, Agreement, and Liability Release is intended to be valid and binding at all times, now and in the future, when Stable permits me (directly or indirectly) to engage in any or all of The Activities at any time and at any location.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to engage in any or all of The Activities.
2. **Risks.** I understand that anyone riding, driving, handling, or near a horse or pony at any location can suffer bodily and other injuries. Among other things, horses and ponies (hereafter referred to as "equines") can be unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways or run away from danger by trotting, cantering, or galloping. Any equine is also capable of kicking, bucking, rearing up, spinning around, backing up quickly, striking, or biting. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of injuring anyone, are powerful and could be dangerous to people and other equines or animals around them.
Further, I understand that riding, driving, handling, or being near an equine can expose me to numerous inherent risks, which could include, *for example*: the propensity of an equine to behave in a way that may result in injury or death to a person on or near it; the unpredictability of an equine's reaction to a sound, movement or unfamiliar object, person, or animal; a collision with an object or another equine or animal; the potential for a person participating in an equine activity to act in a negligent manner, to fail to control the equine, or to not act within his or her ability; and/or natural hazards, including surface and subsurface conditions. **I understand these risks and dangers inherent in horse/equine activities, regardless of whether I am riding, driving, handling, or just being near an equine, and I agree to assume them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned above. I am not relying on Stable to list all possible equine-related risks for me in this document or in the future.**

INITIAL HERE: _____ **3. LIABILITY WAIVER AND RELEASE:** As consideration for Stable allowing me to engage in any or all of The Activities, now or in the future, I agree to assume full responsibility for any and all bodily injuries, losses, or damages which I may sustain at any time. The term "damages," means, for example, medical expenses, losses incurred because of bodily injuries, death, or property damages, and/or personal property damages. I, for my heirs, family members, administrators, estate, personal representatives or assigns, release and discharge Kuenzi Equestrian Center, L.L.C., Heather J. Kuenzi, Steven C. Kuenzi, Sarah Walters, and their respective employees, agents, members, managers, heirs, representatives, family members, assigns, affiliated persons, and others acting on their behalf of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), resulting from or arising out of my bodily injury, death, or damage that may be sustained or property damage which may occur as a result of the ordinary negligence or legal liability of Stable.

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.

I am voluntarily releasing all of these claims, as generally described above, against Kuenzi Equestrian Center, L.L.C., Heather J. Kuenzi, Steven C. Kuenzi, Sarah Walters, and their respective employees, agents, members, managers, heirs, representatives, family members, assigns, affiliated persons, and others acting on their behalf regardless of whether the claims are known or unknown, anticipated or unanticipated.

WAIVER, AGREEMENT AND LIABILITY RELEASE, continued

4. **INDEMNIFICATION.** I also agree to indemnify and hold harmless Kuenzi Equestrian Center, L.L.C., Heather J. Kuenzi, Steven C. Kuenzi, Sarah Walters, and their respective employees, agents, members, managers, heirs, representatives, family members, assigns, affiliated persons, and others acting on their behalf against all damages which are sustained or suffered by any third person(s) ["third persons" are any and all people who are not parties to this Agreement, including, *but not limited to*, my relatives, guests, other Stable visitors or patrons, etc.], including any and all injuries or damages whatsoever that I may cause, directly or indirectly, while engaging in any or all of The Activities at any time and at any location. The indemnification shall include reimbursement of Stable's reasonable attorney fees.

5. **ASTM/SEI Headgear.** I agree to be fully responsible for my own safety at all times while on or off the Stable Property and while engaging in any or all of The Activities at any time and at any location. Stable has advised me that, for my own protection, I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear for use when riding or when near equines. **I am NOT relying on Stable to provide a certified helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time – now or in the future. If I choose to wear an ASTM-standard/SEI-certified equestrian helmet, or if I choose not to, this is my decision alone.**

6. **Independent Trainers/Clinicians/Riding Instructors.** I am aware that independent riding instructors, trainers, or clinicians may occasionally do business on the Stable Property (with Stable's advance approval, only), but I understand that they operate as wholly independent businesses and do not have an employment, partnership, joint venture, principal-agent or similar arrangement with Stable.

7. **Emergencies. Person(s) to Contact in Case of Emergency:** _____

Phone Number(s): _____ **Relationship:** _____

8. **Miscellaneous.** This Waiver, Agreement and Liability Release is governed by Wisconsin law and is intended to be as broad and inclusive as Wisconsin law permits. Should any part of this document conflict with Wisconsin law, only that part will be null and void and the rest shall stay in effect. This document can only be modified in writing and signed by me *and* Heather Kuenzi. Any disputes or activities arising under this Waiver, Agreement and Liability Release shall be litigated in a state or federal court of proper jurisdiction located in or nearest to Dodge County, Wisconsin. Should I breach this Waiver, Agreement and Liability Release, I agree to pay the attorney's fees and court costs that are incurred by Stable and/or by those who are directly affiliated with Stable.

9. **ALSO, I REPRESENT: (Please check each box below, if true and correct)**

- I AM AT OR OVER 18 YEARS OF AGE;
- I AM OF SOUND MIND, AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;
- I HAVE READ THIS ENTIRE WAIVER, AGREEMENT AND LIABILITY RELEASE (BOTH PAGES), AND I FULLY UNDERSTAND IT;
- I UNDERSTAND THAT EVEN THOUGH I AM SIGNING THIS WAIVER, AGREEMENT, AND LIABILITY RELEASE TODAY, I AM GIVING UP RIGHTS TO SUE TODAY AND AT ALL TIMES IN THE FUTURE;
- I UNDERSTAND THAT I AM GIVING UP RIGHTS TO SUE WHETHER OR NOT I AM RIDING A HORSE AND REGARDLESS OF WHERE I MAY BE INJURED; AND
- THE INFORMATION I HAVE PROVIDED IN THIS WAIVER, AGREEMENT AND LIABILITY RELEASE IS TRUE AND ACCURATE.

SIGNATURE OF ADULT CONTRACTING PARTY _____

PRINT NAME HERE: _____ **DATE OF SIGNATURE:** _____

SIGNATURE OF OTHER ADULT CONTRACTING PARTY (Spouse or Other Parent): _____

PRINT NAME HERE: _____ **DATE OF SIGNATURE :** _____

SIGNATURE - HEATHER KUENZI/FOR STABLE: _____ **DATE OF SIGNATURE:** _____