



Hidden Hills Stable ~ N3752 County Road K, Hager City, WI 54014 ~ (715) 781-1192 ~ SPPerformanceHorses@yahoo.com ~ www.SPPerformanceHorses.com

## **Equine Activity Release, Waiver of Liability, Assumption of Risk, and Hold Harmless Agreement**

***By signing this agreement you are giving up certain legal rights, including the right to recover damages in case of injury, death, or property damage, arising out of your participation in equine activities at Stephanie Plote Performance Horses/Hidden Hills Stable, hereinafter referred to as SPPH/HHS, including injury, death or property damage arising out of the negligence of you or SPPH/HHS. Read this agreement carefully before signing it and initial next to each item listed in the spaces provided. Your signature and initials indicate your understanding of and agreement to its terms.***

I, the undersigned, in consideration of the services provided by SPPH/HHS, its principals and agents, hereby agree to release and discharge SPPH/HHS, on behalf of myself, my heirs, assigns, personal representative and estate as follows:

- \_\_\_\_\_ By signing this form, I hereby assume the risk of all activities at SPPH/HHS, and I do hereby acknowledge and agree that I will participate in these activities without restriction or limitation.
- \_\_\_\_\_ I understand and acknowledge that the activity I am about to voluntarily engage in bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, or physical or mental damage to myself, my property or to spectators or other third parties. The inherent risks involved in riding and working with horses, includes but is not limited to:
- Bites, kicks, abrasions or contusions from horses.
  - Being thrown or bucked off by horses.
  - Scratches or other injury from stalls or enclosures, grooming tools, or other equine equipment and tack.
  - Allergic reactions to animals, hay, or other allergens.
  - Tripping in holes or on materials or equipment.
  - Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.
- \_\_\_\_\_ I acknowledge that horseback riding is a dangerous activity and involves risks that may cause serious injury and in some cases death, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
- \_\_\_\_\_ I voluntarily assume the risk and danger of injury or death inherent in the use of any horse equipment and/or gear provided to me by SPPH/HHS.
- \_\_\_\_\_ I hereby acknowledge that although there may be supervision during my time spent at SPPH/HHS, there will not be a nurse on the premises and SPPH/HHS, its principals and agents, bear no responsibility for my health or medical care.
- \_\_\_\_\_ I represent that, to the best of my knowledge, I do not have a health condition that would make it inadvisable for me to participate in SPPH/HHS equine activities, and that I am not under the influence of alcohol or drugs which is prohibited.
- \_\_\_\_\_ I certify that I have sufficient health, accident and liability insurance to cover my bodily injury or property damage that may incur while participating in horse activities. If I have no such insurance, I certify that I am personally responsible for all such expenses or liability and hold SPPH/HHS harmless.
- \_\_\_\_\_ I agree to abide by and follow any instructions given or rules established by SPPH/HHS, its principals or agents.
- \_\_\_\_\_ I agree to indemnify, save and hold harmless SPPH/HHS and its principals and agents from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my presence or participation at SPPH/HHS or any acts or omissions of SPPH/HHS principals or agents.
- \_\_\_\_\_ I expressly agree that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Wisconsin and is intended to be as broad and inclusive as permitted by Wisconsin law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
- \_\_\_\_\_ I acknowledge that this document is a contract and agree that if a lawsuit is filed against SPPH/HHS, its principals or agents, for any injury or damage in breach of this contract, I will be responsible for any attorneys' fees and costs incurred by SPPH/HHS in defending such an action.
- \_\_\_\_\_ I hereby specifically forever waive and release SPPH/HHS and its principals and agents from any liability for injury arising out of the inherent risks from riding, working or participating in a stable environment and/or with horses, as well as from the active negligence of SPPH/HHS, or its principals and agents.

By signing this Agreement, and by initialing the paragraphs above, I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the activities at SPPH/HHS, without restriction, without liability to SPPH/HHS, its principals or agents, and with full knowledge and understanding of the disclosures, waivers, and releases herein.

Participant's Printed Name and Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If participant is a minor:

Guardian's Printed Name and Signature: \_\_\_\_\_ Date: \_\_\_\_\_