



RELEASE OF LIABILITY AND HOLD HARMLESS
Please read this carefully.

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 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.

---WARNING---

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT THERE ARE INHERENT RISKS IN USING AND BEING AROUND HORSES. THOSE RISKS INCLUDE BODILY INJURY AND DEATH. I UNDERSTAND THAT HORSES ARE UNPREDICTABLE AND CAPABLE OF SUDDEN, UNEXPECTED AND POTENTIALLY DANGEROUS MOVEMENTS DESPITE THEIR PRIOR HISTORY. I FURTHER UNDERSTAND THAT HORSES ARE EASILY FRIGHTENED BY SOUND, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, SMELLS, PERSONS OR OTHER ANIMALS. THEY MAY RUN, BITE, BUCK OR KICK. HORSES MAY ALSO ENCOUNTER NATURAL HAZARDS, SUCH AS SURFACE OR SUBSURFACE CONDITIONS AND MAY REACT UNPREDICTABLY. THEY MAY EVEN COLLIDE WITH OTHER OBJECTS, PERSONS OR ANIMALS. RIDERS CAN ALSO FALL OFF OF HORSES AND INJURE THEMSELVES.

This Agreement is made as of this _____ day of _____, 2____ between Central States Dressage Eventing Association a/k/a CSDEA and its officers, directors, shareholders, employees, agents, assigns, and volunteers (hereinafter referred to collectively as "Organization") and the person(s) executing this document (hereinafter referred to as "Participant") in consideration for Organization's recreational activity services including the participation in junior rider development program.

In consideration for the permission and privilege to use and/or be around horses and equipment located at _____ or at alternate locations, and to remain on those premises, I voluntarily agree to the terms of this RELEASE OF LIABILITY AND HOLD HARMLESS. I have acquainted myself with rules of safety applicable to any involvement with horses and their environment and I understand that it is not anyone else's obligation to teach them to me. I have read and understand the warnings listed above regarding horses and their environment. I understand that I am responsible for maintaining control of my person and the equipment, devices or animals I may be using while participating in activities on the above-stated premises. I further understand that it is my responsibility to refrain from acting in any manner that may cause or contribute to injury to myself or to others while participating in activities on the above-stated premises.

I hereby represent that I am capable of using and being in close proximity to horses and their environment. I further represent that I am competent and capable to participate in the activities I will be participating in and agree to act within the limits of my abilities.

I FURTHER UNDERSTAND THAT ORGANIZATION IS A NONPROFIT ORGANIZATION ENGAGED IN SPONSORING AND PROVIDING RECREATIONAL ACTIVITIES INCLUDING HORSEBACK RIDING, HORSE TRAINING, AND OTHER RELATED OUTDOOR EDUCATIONAL ACTIVITIES INCLUDING HORSE SHOWS AND CLINICS PURSUANT TO WIS. STAT. § 895.52. UNDER WIS. STAT. § 895.52 2(a), ORGANIZATION OWES NO DUTY (1) TO KEEP THE PROPERTY SAFE FOR RECREATIONAL ACTIVITIES, (2) TO INSPECT THE PROPERTY EXCEPT AS MAY BE PROVIDED BY WIS. STAT. § 23.115(2), OR (3) TO GIVE WARNING OF AN UNSAFE CONDITION, USE, OR ACTIVITY ON THE PROPERTY. ORGANIZATION IS NOT LIABLE FOR THE DEATH OF, ANY INJURY TO, OR ANY DEATH OR INJURY CAUSED BY, A PARTICIPANT IN ORGANIZATION'S RECREATIONAL ACTIVITIES UNLESS SUCH DEATH OR INJURY IS CAUSED BY A MALICIOUS ACT OR A MALICIOUS FAILURE TO WARN AGAINST AN UNSAFE CONDITION OF WHICH THE ORGANIZATION KNEW WHICH OCCURS ON THE PROPERTY OWNED, LEASED, OR OCCUPIED BY ORGANIZATION.

BY SIGNING THIS DOCUMENT, PARTICIPANT ACKNOWLEDGES THAT THERE ARE INHERENT RISKS IN RIDING AND BEING AROUND HORSES INCLUDING SERIOUS BODILY INJURY AND DEATH. PARTICIPANT ACKNOWLEDGES THAT THESE INHERENT RISKS ARISE FROM HORSES' UNPREDICTABLE NATURE WHICH INCLUDES SUDDEN, UNEXPECTED, AND POTENTIALLY DANGEROUS MOVEMENTS INCLUDING KICKING, BITING, BUCKING, AND RUNNING WITH OR WITHOUT WARNING OR PROVOCATION. PARTICIPANT ALSO ACKNOWLEDGES THAT THESE INHERENT RISKS ARISE FROM THE FACT THAT HORSES ARE EASILY FRIGHTENED BY SOUND, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, SMELLS, PERSONS, OR OTHER ANIMALS AND - AS A RESULT - THEY MAY RUN, BITE, BUCK, OR KICK WITH OR WITHOUT WARNING. PARTICIPANT FURTHER ACKNOWLEDGES THAT RIDING ANY HORSE INVOLVES THE INHERENT RISK OF FALLING-OFF THE HORSE WHICH CAN RESULT IN SERIOUS BODILY INJURY OR DEATH.

Participant acknowledges that he/she has acquainted herself/himself with rules of safety applicable to any involvement with horses and their environment and Participant understands that it is not anyone else's obligation to teach him/her such rules. Participant hereby represents that he/she is capable of using and being in close proximity to horses and their environment. Participant further represents that he/she is competent and capable to participate in the activities Participant will be participating in. **Participant understands that he/she will be required to wear a helmet, and it is recommended that Participant use an ASTM/SEI approved riding**

helmet if he/she chooses to participate in any recreational activity provided or sponsored by Organization.

PARTICIPANT AGREES TO ASSUME ALL RISKS ASSOCIATED WITH ORGANIZATION'S RECREATIONAL ACTIVITY SERVICES. Participant acknowledges the inherent risks associated with Organization's recreational activity services including horse riding lessons, horse training instruction, and participating in horse clinics and shows as identified above, appreciates that these inherent risks include serious bodily injury, death, and property damage, and agrees to voluntarily encounter these risks by participating in Organization's recreational activities.

PARTICIPANT AGREES TO RELEASE ORGANIZATION FROM LIABILITY FOR INJURIES OR DAMAGES SUSTAINED BY PARTICIPANT WHILE PARTICIPATING IN ORGANIZATION'S RECREATIONAL ACTIVITIES INCLUDING THOSE INJURIES OR DAMAGES ARISING FROM ORGANIZATION'S NEGLIGENCE. Participant hereby releases, waives, and forever discharges Organization of all actions of whatever kind or nature either in law or in equity arising from any bodily injury, death, or property damage, including but not limited to damage to Participant's horse or other personal property, arising from Organization's recreational activity services identified herein so long as such injury, property damage, or death is not caused by an intentional, malicious, or reckless act or omission of Organization (*i.e.* Participant releases Organization from liability for damages caused by Organization's negligent acts or omissions only).

PARTICIPANT AGREES TO INDEMNIFY AND HOLD ORGANIZATION HARMLESS FROM LIABILITY FOR INJURIES AND DAMAGES SUSTAINED BY PARTICIPANT OR OTHERS WHILE PARTICIPATING IN ORGANIZATION'S RECREATIONAL ACTIVITIES INCLUDING THOSE INJURIES OR DAMAGES ARISING FROM ORGANIZATION'S NEGLIGENCE. Participant agrees to hold Organization harmless from any and all liability, claims, damages, expenses, costs, and fees, including attorney's fees, arising from any bodily injury, death, or property damage and hereby agrees to indemnify Organization for the same, so long as such injury or damage is not caused by an intentional, malicious, or reckless act or omission of Organization (*i.e.* Participant shall hold harmless and indemnify Organization for damages arising from Organization's negligent acts or omissions only).

This release is given on behalf of Participant, Participant's legal representatives, administrators, executors, heirs, and assigns and, in the case of any child or legal guardian of Participant's, on behalf of them, their legal representatives, administrators, executors, heirs, and assigns.

THIS RELEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN. IF ANY PORTION OF THIS RELEASE IS HELD INVALID BY A COURT, IT IS AGREED THAT THE REMAINDER OF THIS RELEASE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT NOTWITHSTANDING THE INVALIDITY OF ANY PORTION OF IT.

PARTICIPANT HAS READ THIS DOCUMENT. PARTICIPANT UNDERSTANDS IT IS AN AGREEMENT AND PROMISES NOT TO SUE, AND TO RELEASE AND INDEMNIFY ORGANIZATION FOR ALL CLAIMS IDENTIFIED HEREIN.

PARTICIPANT ACKNOWLEDGES AND AFFIRMS THAT HE/SHE HAS CAREFULLY READ THE CONTENTS OF THIS RELEASE, FULLY UNDERSTANDS ITS MEANING, AND SIGNS THIS RELEASE VOLUNTARILY.

Date: _____

Participant Signature

Print Participant Name

Address

Telephone Number

Date: _____

Parent on behalf of Minor Participant Signature

Print Parent Name

Address

Telephone Number