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**Liability Release, Waiver, and Indemnification Agreement**

This Liability Release and Indemnification Agreement ("Agreement") is made and entered into by and between Four Winds Equestrian Center ("Four Winds"), and \_\_\_\_\_ ("Participant"). If Participant is a minor, Participant's parent/guardian executes this document on their own behalf and on behalf of the minor Participant. In consideration of the covenants, conditions and terms hereof and for other good and valuable consideration, it is agreed as follows:

- Assumption of Risk and Waiver.** Participant understands and accepts the risks of engaging in equine activities, including, but not limited to: (i) the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them, (ii) the unpredictability of an equine's reaction to sounds, sudden movement, and unfamiliar objects, persons, or other animals, or other things, (iii) certain hazards such as surface and subsurface conditions, (iv) collisions with other equines, animals, persons, or objects, (v) the potential of a participant or other person to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability, (vi) the potential of the condition of equipment or tack, whether faulty or not, to cause injury, harm, or death, and (vii) certain dangerous latent conditions of the Four Winds land or facility upon which the participant sustains an injury, harm, or death. Further, Participant agrees to make reasonable and prudent efforts to convey his/her abilities to Four Winds, to engage safely in the selected equine activity, and make his/her own determination of his/her ability to manage safely the particular equine. Participant understands and accepts these risks exist even while not engaged in equine activities. Participant therefore agrees at all times, whether engaged or not engaged in an equine activity, whether mounted or unmounted, to be responsible for his/her personal safety, remain financially responsible for his/her medical expenses, and waives his/her right to any claims arising from his/her participation in or observation of any equine activities or mere presence on Four Winds' property.
- Release.** Participant does hereby forever release, acquit and forever discharge Four Winds, its owners, employees, volunteers, independent contractors, agents, and all other affiliated persons, corporations, associations, or partnerships, ("Released Parties") from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which Participant may incur on account of or in any way arising out of illness, injury, death, damage or other loss incurred or consequences thereof, resulting from or relating to any activity on the property of, or in any way relating to, Four Winds. Participant now and forever covenants and agrees not to sue Four Winds or any other of the Released Parties and to refrain forever from instituting or in any way proceeding upon any claim, cause of action, judgment, suit, or proceeding of any kind or nature whatsoever, whether known or unknown, which the Participant has released pursuant to this Agreement.
- Indemnification.** Participant hereby agrees to indemnify and save harmless Four Winds, and the other Released Parties, against any and all claims, damages, costs, or expenses whatsoever, including attorney's fees and court costs, as a result of any activity on the property of, or in any way relating to, Four Winds.
- Entire Agreement, Continuity, and Choice of Law.** This document contains the entire agreement of the parties with respect to the matters set forth in this Release. If any provision of this document is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the balance hereof shall remain in effect to the fullest extent enforceable by law and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances. The agreements hereunder are not assignable and are non-transferable. This Agreement shall continue in perpetuity and shall remain in full force and effect without the necessity of the execution of an additional release. This Release has been entered into in the State of Wisconsin and shall be enforced and interpreted in accordance with the laws of the State of Wisconsin.

Participant, or parent/guardian of minor Participant, certifies that he/she has read this entire Agreement and understands, agrees, and intends on his/her own behalf, and on behalf of his/her minor ward, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of its terms and conditions.

**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.**

By: _____ Print Name of Participant	Address: _____ _____
By: _____ Signature (participant or parent/guardian, if Participant is a minor)	Phone: _____ _____
Emergency contact name: _____	Email: _____ _____
Emergency contact phone: _____	Dated: _____ _____