



## Agreement and Release of Liability for RPHS Equine Activities - WI

This Agreement is made as of the Effective Date set forth below between Red Pines Horse Show Association (RPHSA) together with Otter Creek Farm, or another Farm/Host of a horseshow, clinic or other activity in affiliation with RPHSA (“**RPHSA Equine Activity**”) within the State of Wisconsin and their collective owners, employees, contractors, agents, judges and volunteers (collectively referred to as the “**RELEASED PARTIES**”) and the person agreeing to this Agreement and Release As signed below referred to as the “**RELEASING PARTY.**” In consideration for the services provided by the **RELEASED PARTIES**, the **RELEASING PARTY** voluntarily agrees to the terms of this **Agreement and Release of Liability** and hereby assumes all risks associated with participation in or at an **RPHS Equine Activity**.

**RELEASING PARTY** understands and acknowledges that participation in a **RPHS Equine Activity** has risks, including but not limited to, the inherent risk that horses and ponies may be unpredictable or react to surface conditions, weather, other equines, people, animals, noise or other conditions in ways that result in (i) physical injury to a person including but not limited to, lacerations, bruises, fractures, head injuries and death; (ii) injury or death of an equine or other animal; or (iii) damage to vehicles, riding equipment, other personal property. **RELEASING PARTY** hereby assumes all risks and forever waives and releases **RELEASED PARTIES** from liability for personal injury or damages to property due to inherent risks or any alleged damage even if caused by the negligence of one or more **RELEASED PARTIES** arising from **RELEASING PARTY**’s involvement in a **RPHS Equine Activity** whether the claim is made in law or in equity to the maximum extent permitted under Wisconsin law. This includes all damages, including but not limited to, injuries or death of a person, equine or other animal, property damage or alleged damage even if caused by the negligence of one of more **RELEASED PARTIES**. **RELEASING PARTY** further agrees that if a claim or lawsuit is brought by anyone against any of the **RELEASED PARTIES** arising from or allegedly attributable to **RELEASING PARTY**’s presence, conduct or involvement in a **RPHS Equine Activity**, the **RELEASING PARTY** will pay all attorney's fees and costs reasonably incurred by **RELEASED PARTIES** to defend such claim or lawsuit and will reimburse **RELEASED PARTIES** for any judgment, expense, or other damages incurred.

### WARNING

**Under Wisconsin Law, a participant in a recreational activity engaged in or on premises owned or leased by a person who offers facilities to the general public for recreational activities accepts the risk inherent in the recreational activity of which the ordinary prudent person is or should be aware.**

**RELEASING PARTY** warrants that Rider has the abilities and skills to participate in a **RPHSA Equine Activity** and acknowledges and affirms that this release is given on behalf of the **Releasing Party, Releasing Party’s Spouse**, and their successors, legal representatives, administrators, executors, heirs, and assigns, and in the case of any child or children of **RELEASING PARTY**, on behalf of them, their legal representatives, administrators, executors, heirs and assigns and remains in effect until **RELEASING PARTY** revokes it in writing.

**I, hereby, acknowledge and affirm that I have carefully read this document and understand its meaning and I am voluntarily executing this release of Liability and Hold Harmless.**

Effective Date: \_\_\_\_\_

**RELEASING PARTY** (Name of Adult OR Minor’s Parent) **\*SIGNATURE\***: \_\_\_\_\_

**RELEASING PARTY Name** (Rider or Minor’s Parent) **\*PRINT\***: \_\_\_\_\_

**NAME OF RIDER** (only if a minor) **\*PRINT\***: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip Code \_\_\_\_\_

Cell Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_