



HORSE RIDING AGREEMENT, LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT FOR INDIVIDUALS RIDING/WORKING WITH HORSES ON THE PREMISES

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

1. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE

I, the following listed individual herein known as the "RIDER", and the parents or legal guardians thereof a minor, do hereby voluntarily request and agree to participate in horse riding/activities at 5 HILLS LLC (W288S290 Elmhurst Road, Delafield, WI 53188) owned by THE DICKENSON ESTATE, LLC, herein known as "STABLE", and that this RIDER will ride his/her own horse or a horse borrowed or leased by RIDER'S own arrangement.

RIDER INFORMATION

RIDER NAME: (First and Last Name) _____

AGE (If under 18 please also complete GUARDIAN section): _____

GUARDIAN INFORMARION (If RIDER is under the age of 18)

GUARDIAN NAME: (First and Last Name) _____

RELATIONSHIP TO RIDER: _____

2. MEDICAL EXPENSES

MEDICAL INSURANCE:I/WE agree that should medical treatment be required, I and/or my medical insurance company shall pay ALL such incurred expenses. Initial: _____

3. AGREEMENT SCOPE AND TERRITORY DEFINITIONS:

This agreement shall be legally binding upon me the registered RIDER, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives, and it shall be interpreted according to the laws of the state of Wisconsin in Waukesha County. This agreement is intended to be valid and binding at all times now and in the future when STABLE permits me (directly or indirectly) to enter STABLE'S property, to be near any horse, to receive instruction and/or guidance from its associates, and/or when I ride and/or am near horses on or off of STABLE'S property. Any disputes by the RIDER shall be litigated in, and venue shall be the county in which STABLE is physically located. In any clauses, phrase, or word is conflicted with Wisconsin law, then that single part is null and void. The terms "I" , "WE" , "ME" , "MY" shall herein refer to the above registered RIDER and the parents or legal guardians thereof if a minor.

4. INHERENT RISKS / ASSUMPTION OF RISK:

I/WE acknowledge that risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and/or confrontations with another equine, another animals, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to ground it will generally be at a distance of 3 ½ to 5 ½ feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much small, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but is not limited to: Stopping short, Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and/or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on STABLE to list all possible risks for me.

5. CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING:

I/WE acknowledge that STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person, vehicle or machinery sounds, irregular footing on out-of door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on STABLE to list all possible conditions for me.

6. PROTECTIVE HEARDEAR / WARNING:

I/WE acknowledge that I for myself and on behalf of my child and/or legal ward have been fully warned and advised by STABLE that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and/or driving, training, and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I am not relying on STABLE and/or its associates to provide a certified helmet for me, to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

7. LIABILITY RELEASE:

I/WE agree that in consideration of STABLE allowing participation in this activity, under the terms set forth therein, I, the registered RIDER, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge STABLE, its owners, agents, employees, officers, directors, representatives or assigns, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability,

whether the same be known or unknown, anticipated or unanticipated, due to STABLE'S and/or its ASSOCIATES ordinary negligence or legal liability, and I do further agree that except in the event actions, against STABLE and/or its ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of STABLE, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by STABLE, or in the case, custody or control of STABLE, or owned by any other party that is visiting STABLE, whether on or off the premises of STABLE, but not limited to being on STABLE premises.

8. EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING:

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/WE acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING as stated herein.

ALL RIDERS AND PARENTS OR LEGAL GUARDIANS MUST SIGN BELOW AFTER READING AND COMPLETING THIS ENTIRE DOCUMENT.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

SIGNATURE OF RIDER

DATE

SIGNATURE OF PARENT OR LEGAL GUARDIAN #1

DATE

SIGNATURE OF PARENT OR LEGAL GUARDIAN #2

DATE

ADDRESS _____ HOME TELEPHONE: () _____ - _____

_____ WORK TELEPHONE: () _____ - _____

PERSON TO CONTACT IN CASE OF EMERGENCY: _____

RELATIONSHIP TO BOARDER: _____

DAYTIME TELEPHONE: () _____ - _____ EVENING TELEPHONE: () _____ - _____