Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Make Checks Payable to LUCY LAMMER**

**Hollow Creek Farm, LLC, Lammer-Hollenbeck Revocable Family Trust,**

**Lucy B. Lammer, E5282 470th Ave, Menomonie, WI**

WAIVER AND HOLD HARMLESS AGREEMENT

I understand that Lucy B . Lammer, Hollow Creek Farm, LLC. Lammer-Hollenbeck Revocable Family Trust, (the “Owners”) are the owners of certain recreational property including but not limited to horses, real property, dwellings and improvements, and personal property items (“Recreational Property”), located in Dunn County, WI.

I understand and acknowledge there are inherent risks associated with participating or as a spectator to equine activities such as described below, and I hereby expressly assume all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury harm or death to persons on or around them: the unpredictability of equines reaction to such things as sounds, sudden movement and unfamiliar objects, person or other animal,; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in any 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 such participant’s ability. This also includes risk of spectator who is on the property regardless of relation to any horse or participant.

I acknowledge that horseback riding, and any other activity that takes place around horses is a dangerous activity and involves RISKS that may cause SERIOUS INJURY and DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training, size, age and past performance. Rider/Spectator acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider/Spectator assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider/Spectator agrees to abide by and follow the manager’s/owners rules and relations which, shall be posted and/or available from time to time. Rider/Spectator further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider’s abilities has been made to the Legal Entities listed above. Rider/Spectator is not under the influence of alcohol or drugs or anything that might impair me physically or mentally to ride or spectate. Alcohol is not allowed on the grounds if horses and/or children are present and without the knowledge of the Owners. Glass bottles are not allowed anywhere on the outside grounds where horses are ridden. Dogs are not allowed on the grounds without express permission of the owner and if given, Dog Owner is responsible for dog’s behavior.

In consideration of the use of the Recreational Property, I therefore agree that, I expressly release Hollow Creek Farm, LLC ("Owners"), Lucy Lammer (representative) and any affiliated Trusts, etc from any and all claims for personal injury or property damage, even if caused by negligence by Hollow Creek Farm. LLC, Lucy Lammer (representative) and any affiliated Trusts, agents or employees. I agree to hold harmless, indemnify and defend Hollow Creek Farm, LLC ("Owners") Lucy Lammer (representative) and any affiliated Trusts against, and hold harmless from any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney’s fees, whether actually incurred or not , which may in any way arise from or be in any way connected with Rider’s use, heirs, personal representative, assigns or any guest or invitee(or their representative) of mine , of or presence upon the property of Hollow Creek Farm, LLC and the facilities located thereon.

I understand that all riders of horses must wear an approved SEI protective Helmet when riding and an approved safety vest when jumping in stadium ring or on XC course.

In consideration of the use of the Recreational Property, I accept full responsibility for all risk to personal safety and welfare including danger of injury of death inherent in the handling or riding of horses, or the use of saddles, bridles, equipment or gear provided by the Owners, and I agree to assume the risk of all damage, loss, costs, and expense of horse, rider, spectator, and agree to indemnify and hold harmless the Owners, or any entity owned in whole or in part by the Owners.

I also understand there are dogs that live on this property that, (because of the nature of strangers and horses that may be visiting the property), may not act in a normal, well-behaved manner. Therefore, it is up to me, my horses, friends and family to stay clear of all dogs. I agree to not hold Hollow Creek Farm, LLC ("Owners"), Lucy Lammer (representative) and any affiliated Trusts Owner’s of the property liable for the dogs behavior that live at this property.

I expressly agree that this Waiver and Hold Harmless Agreement is governed by the

laws of the State of Wisconsin, if any portion of this Agreement is judicially determined invalid, that invalidity will not affect the remaining portions of this Agreement. I agree that this Agreement is a legally binding contract, and if a lawsuit is filed against the Owners, or against any entity owned in whole or in part by the Owners, that I will pay all attorneys’ fees and costs incurred by the Owners, or any entity owned in whole or in part by the Owners, in defending such claims, actions and/or lawsuits.

# WARNING

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

**“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 signing this release from rider/owner/legal guardian agrees to all of the above

I HAVE READ THIS WAIVER AND HOLD HARMLESS AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST THE OWNERS, OR ANY ENTITY OWNED INWHOLE OR IN PART BY THE OWNERS. I UNDERSTAND THAT THIS IS A PROMISE NOT TO SUE. I HAVE CONCLUDED THAT THE RISKS INVOLVED, AND THE RELEASE AND WAIVER OF LIABILITY IS WORTH THE PLEASURE OF USING AND ENJOYING THE OWNERS’ RECREATIONAL PROPERTY.

Rider's Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated:\_\_\_\_\_\_\_\_ ,2023

**If Rider is a minor, Parent/Guardian must sign below:**

I am acting as a parent, natural guardian or legal guardian of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Minor”), hereby affirm that I have read this Agreement, and I understand this Agreement. I understand that this Agreement is a release of all claims for injury, death and property damage. I understand and consent to the terms on behalf of myself and the Minor, and I agree to indemnify and hold harmless the Owners from any loss, liability, damage or costs incurred because of any defect in or lack of capacity to act on behalf of the Minor in executing this Agreement. I have read and executed this Agreement, and interpreted all provisions, including all medical disclaimers on behalf of the Minor.

Parent/ Guardian Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_, 2022

Checks Payable to Lucy Lammer