



## RELEASE FROM LIABILITY AND INDEMNIFICATION AGREEMENT

### RACINE COUNTY PONY CLUB EQUESTRIAN CENTER 5518 Highway 31, Racine, WI 53402

This Release from Liability and Indemnification Agreement (the "Agreement") is made and entered into by and between the Racine County Pony Club Equestrian Center and the Racine County Pony Club (referred to herein as "RCPC EC") and

\_\_\_\_\_ ("Rider")

Print Name of Rider

If Rider is a minor, Rider's parent or guardian shall execute this Agreement on Rider's behalf.

**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(I)(e) of the Wisconsin Statutes**

In consideration for the covenants, conditions, and terms hereof, and for other good and valuable consideration, it is agreed as follows:

- Acknowledgement of Inherent Danger. Rider acknowledges that there are dangers and risks of injury inherent in equestrian activities, including but not limited to bodily injury and harm to a Rider, horse and spectator. With full knowledge of the risks and that there are alternative places to participate in equine activities, the Rider freely and without coercion enters into this Agreement. It is expressly understood that the Rider would not be permitted to engage in equestrian activities at the RCPC EC without this executed Agreement.
- Assumption of Risk. Rider agrees to assume any and all risks involved in or arising from Rider's use of or presence at RCPC EC and its facilities, including, by way of example and not limitation, the risk of death, bodily injury, property damage, falls, kicks, bites, collision with vehicles, horses, or stationary objects, fire or explosion, the unavailability of, or delays in obtaining, emergency medical care, and/or deliberate or negligent acts or omissions of another person.
- Release. Rider does hereby forever release, acquit, and discharge RCPC EC, its land owners, employees, officers, board members, committee members, club members, volunteers, agents, and all other related persons, corporations, associations, partnerships, or entities (collectively, the "Released Parties") from any and all claims, actions, causes of action, demands, rights, damages, costs, losses of service, expenses, and compensation whatsoever which Rider may incur on account of, or in any way arising out of, bodily injuries, property damage, or other consequences thereof, resulting from any accident, injury, or event involving the Rider and arising out of, or related to, the Rider's activities or presence at or about RCPC EC.
- Covenant Not to Sue. Rider also now and forever covenants and agrees not to sue RCPC EC or any other Released Party, 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 Rider has released pursuant to this Agreement.
- Indemnification. Rider hereby agrees to indemnify and hold harmless RCPC EC and the Released Parties against any and all claims, damages, costs, or expenses whatsoever, including attorney's fees and court costs, as a

result of any accident or injury which has or may occur while the Rider is engaging in equestrian activities, or the use of the facilities at RCPC EC.

6. Compliance with Rules. Rider agrees to abide by all of the rules of RCPC EC.

7. Use of Rider's Horse. If Rider is using Rider's horse, the horse shall be free from infection, contagious or transmittable diseases. RCPC EC reserves the right to require the Rider to remove Rider's horse if, in the opinion of the managing agent for RCPC EC, the horse is not in proper health, is dangerous, or is otherwise unacceptable.

8. Insurance. Rider acknowledges that RCPC EC provides no insurance coverage for the benefit of Rider and that it is Rider's responsibility to carry full and complete insurance on Rider, Rider's personal property and Rider's horse.

9. Miscellaneous.

A. This Agreement contains the entire agreement between the parties with respect to the matters set forth herein.

B. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, all other provisions 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.

C. This Agreement is not assignable, and is not transferable.

D. This Agreement 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.

Dated: \_\_\_\_\_

The Racine County Pony Club Equestrian Center

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature of Parent or Guardian, if Minor)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Rider's Address)

\_\_\_\_\_  
Rider's Telephone Number

In case of an emergency, please notify: \_\_\_\_\_

Telephone \_\_\_\_\_ Work \_\_\_\_\_

Other \_\_\_\_\_