

WILD WIND FARM, LLC

RELEASE OF ALL CLAIMS

ACKNOWLEDGEMENTS

I wish to participate in equestrian activities under at Wild Wind Farm, LLC, W1434 Rowe Road Sheboygan, WI 53083

I understand and agree that the use, handling and riding of a horse involves a risk of physical injury to any individual undertaking such activity. I further understand and agree that any horse, irrespective of its training, its usual past behavior, and its characteristics, may act or react unpredictably at any time.

With full awareness of the foregoing, I am knowingly and voluntarily participating in equestrian activities at Wild Wind Farm and accept the possibility of injury to myself as a risk inherent in work on and around horses.

In consideration of my being permitted to enter the premises of Wild Wind Farm and to participate in equestrian activities, and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I promise and agree as follows:

1. WARRANTIES AND REPRESENTATIONS:

- 1.1 I understand that horseback riding and training is a rigorous activity and is physically and mentally demanding. I hereby warrant and represent that I have the requisite level of physical fitness and mental awareness to enable me to participate in riding instruction. I further warrant and represent that I am in good physical health and free from injury, illness, disease or other defects which may impair my ability to engage in such activities.
- 1.2 I recognize the threat of exposure to tetanus that exists in the presence of livestock, and acknowledge my responsibility to obtain inoculation and maintain protection against tetanus, a disease endemic to horses.

2. RELEASE

I hereby release and forever discharge Jim and Tammy Risseeuw and its agents and all if the heirs, successors and assigns of the forgoing parties (collectively, the "releases"), from any and all liability for an and all losses, claims, demands, actions, causes of actions, damages, costs and expenses which I may hereinafter incur on account of any loss, damage, or injury (including death) to my person or properties, or the consequences thereof, which result from any accident, transaction, event, circumstance, occurrence, act or omission connected with or arising from equestrian activities, or while I am upon, entering or departing the premises of Wild Wind Farm, whether caused by the negligence of releasees or otherwise.

3. INTENT

The release contained in paragraph 2, above is intended to be broadly construed so as to release releases from all claims whatsoever arising out of any accident, transaction, event, circumstance, occurrence, act or omission including, without limiting the generality of the language in paragraph 2, above, the following:

- (A) Any loss, damage or injury (including death) incurred while I engage in equestrian activities, whether such loss, damage or injury arises as a result of the actions or omissions of the releases, a third party, a horse or other animal, an act of God, or combination thereof; or,
- (B) Any loss, damage or injury (including death) incurred while I upon, entering or departing the premises of Wild Wind Farm, whether such loss, damage or injury arises as a result of actions or omissions of releases, third party, a horse or other animal, an act of God, or combination thereof, or as a result of the negligent construction, maintenance or supervision of the buildings and/or grounds of Wild Wind Farm; or
- (C) Any loss, damage or injury (including death) incurred while I am upon, entering or departing from the premises of Wild Wind Farm, whether such loss, damage or injury arises as a result of a fire, storm, explosion or other casualty; or

- (D) Any loss, damage or injury (including death) incurred while I am being medically treated for any illness or any injury which may occur while I am engaged in equestrian activities or while I am upon, entering or departing the premises of Wild Wind Farm.

4. INDEMNITY:

I hereby agree to indemnify and hold harmless releases, and each of them, from and against any and all claims, damages, costs, expenses or liabilities which they may incur as a result of any accident or injury caused by me while I am engaged in equestrian activities or while I am upon, entering or departing the premises of Wild Wind Farm.

5. MISCELLANEOUS:

- 5.1 This agreement shall be binding upon and inure to the benefit of my heirs, successors, assigns and legal representatives.
- 5.2 This release shall be governed by and construed in accordance with the laws of the State of Wisconsin. **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 have read this release and fully understand all of its terms. I have executed this release voluntarily and with full knowledge of its significance.

Dated: _____ Name (please print)

Phone _____ Signature (if over 18 years of age)

Address _____ City, State Zip

(If under the age of 18 a parent or guardian signature is required)

I am one of the parents of the above named minor applicant/participant (and/or duly appointed legal guardian of such minor), and I have full authority to sign this release for and on behalf of the minor and on behalf of myself. My signature on this form constitutes my understanding and consent to the waiver and release set out above and on behalf of myself and the minor.

1) _____ 2) _____
Name of parent or legal guardian (please print) Name of parent or legal guardian (please print)

1) _____ 2) _____
Signature of parent or legal guardian on behalf of Minor applicant /participant and individually ***Signature*** of parent or legal guardian on behalf of Minor applicant /participant and individually

Address and Phone if different _____