

WAIVER AND RELEASE FROM LIABILITY

This Waiver and Release from Liability is executed by **(RIDER:)** _____ hereinafter designated RIDER and if rider is a minor, this Waiver is executed by RIDER's parent or guardian(s) and the term RIDER as used herein shall also refer to parent or guardian(s), as applicable, and that this Waiver and Release from Liability is executed by RIDER in favor of Equitate LLC, Maefield Farm LLC, and Sheri Brandl and Mark Bodnar, hereinafter collectively designated STABLE.

RIDER'S PARENT/GUARDIAN(s) if Rider is under 18: _____ and _____.

The Undersigned hereby states, asserts, waives, releases and agrees as follows:

1. That RIDER for myself and on behalf of my child or legal ward, if applicable, hereby voluntarily request to participate in riding instruction as a student at STABLE, and that student will either ride his or her own horse, or school horses provided by STABLE for instructional purposes.
2. That RIDER understands that horses are unpredictable by nature; that when frightened or angry or under stress, a horse's natural instincts are to jump forward or sideways, to run away from danger at a trot or gallop, to kick, to buck, to rear up in front, or to bite; that horses are extremely powerful; and that if a rider falls to the ground, the fall distance will be generally from 3 ½ feet assume these risks & dangers.
3. The following Wisconsin statute is noted & understood:
Notice: A person who is engaged for compensation in the rental of equines or equine equipment or tack or in 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.
4. That it is the responsibility of the RIDER to carry full and complete coverage on his horse, personal property and himself.
5. That RIDER has been advised that students should purchase and wear a helmet and to wear it around the stable so as to prevent horse related injuries.
6. That RIDER agrees to assume any and all risks involved in or arising from instruction by STABLE or use of STABLE'S property or services, including but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, or the negligence or deliberate or other act of another person of any kind.
7. That RIDER hereby releases and discharges to the fullest extent permitted by law STABLE and its successors, assigns and agents from any liability to RIDER, and his heirs, estate and assigns from any claims, demands, damages, actions or suits of any kind and indemnifies and holds STABLE harmless from any claims, demands, damages, actions or suits, of any kind, resulting from RIDER'S riding of horses on Stables property or use of STABLE'S property or services or from instruction by STABLE.
8. That RIDER agrees to abide by all stable or instructor's rules and regulations, including but not limited to the constant use of protective headgear, shoes or boots with 1 inch heels (minimum) and hard soles.
9. That if RIDER is using his horse, the horse shall be free from infection, contagious or transmissible disease.
10. RIDER understands that they are releasing and indemnifying STABLE, it's successor's, assigns, employees, agents and or trainers from liability for any negligence of STABLE, it's successors, assigns, employees, agents and or trainers.

RIDER or RIDER'S parent or guardian has read and understands all terms as explained above.

_____ Date _____
RIDER or PARENT/GUARDIAN SIGNATURE if Rider is under 18

Address: _____ City, State, Zip Code: _____

Email: _____

PHOTO/VIDEO RELEASE

I hereby give permission for images of my child, captured at Equitate LLC, Maefield Farm LLC, through video, photo and digital camera, to be used solely for the purposes of promotional material and publications, and waive any rights of compensation or ownership thereto.

Name of Participant (please print): _____ Age: _____

Name of Parent/Guardian (please print): _____

Parent/Guardian's Signature: _____ Date: _____