

BIGHORN RANCH
RELEASE AND HOLD HARMLESS AGREEMENT 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 is 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 895.48 (l)(e) of the Wisconsin Statutes.

I acknowledge that there are great hazards, dangers and risks of injury and death associated with horses and horseback riding. I know that horses, even under careful supervision, are unpredictable. Knowing and appreciating this danger, I desire to participate in and/or observe horseback riding. I, therefore, in consideration of the opportunity to ride horses and to participate in Equestrian activities, for other good and valuable consideration, do hereby:

EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR LOSS TO MY PERSON OR PROPERTY AND RELEASE Bighorn Ranch, Mary Spanton, their employees, agents, successors, heirs, legal representatives and assigns from any and all claims whatsoever which I may hereafter incur on account of or in any way growing out of any injury and/or damage to person, property or animal or the consequences thereof, resulting from any accident, casualty or event involving me or members of my family, or my guests and arising out of equestrian activities associated with Bighorn Ranch, Mary Spanton, whether or not such injury or claim resulted directly or indirectly from the negligence of any of the named parties.

I further, **COVENANT** to never institute any suit or action against the above named for reason of any claim related to said equestrian activities;

I shall **INDEMNIFY** and save the parties named harmless against any and all further claims and damages, costs or expenses which might be incurred by me or any member of my family or guests, or my horses arising as a result of participation in said equestrian activities whether or not said claim resulted directly or indirectly from the negligence of any of the named parties. I also agree to indemnify the named parties for damages incurred as a result of any accident or injury that may be caused by my own negligence during participation in equestrian activities through Bighorn Ranch, Mary Spanton.

Dangerous equine behavior includes but is not limited to: biting, kicking, rearing, bucking, shying, bolting and running away. In addition, tack may break under stress or for no apparent reason. Injuries which may be sustained by a rider/handler include but are not limited to: cuts and bruises, muscle strains, sprains, broken bones, internal injuries, concussions, spinal cord damage, paralysis and death.

I understand that the process of participating in equine activities can involve unfamiliar tasks, exercises, motor skills and cognitive skills which further increase my risk of injury. Miscommunication and misunderstandings can and do occur. It is both my right and responsibility to refuse to perform any activity which I believe may result in injury to myself. It is also my responsibility to be in an appropriate physical and mental condition to participate in equine activities. Any questions regarding this should be directed to my health care practitioner.

PARENT MUST SIGN IF A MINOR UNDER 18 YEARS OLD

PRINTED NAME OF RIDER(S): _____ DATE _____

PRINTED NAME OF PARENT: _____ SIGNATURE _____