

SUNRISE HORSE FARM, INC.
Hereinafter know as "STABLE"
17226 Lime Kiln Road
Reedsville, WI 54230

PLEASE FILL OUT ONE FORM PER INDIVIDUAL VISTING THE
RANCH AND PLEASE PRINT CLEARLY

Equine Riding Instruction and/or Training Instruction and/or Participation in Other Stable Activities Agreement,
Liability Release, and Assumption of Risk Agreement
READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

FIRST NAME _____ LAST NAME: _____

Emergency Contact Info

First Name: _____ Last Name: _____

Phone # (____) _____ - _____

Relationship to Participant: _____

Medical Insurance Info

My medical insurance company is _____

My policy number is _____

☐ I do not carry medical insurance

Safety Questions

Does this participant have any physical or mental condition(s), which may affect his / her safety and ability to ride, drive, and / or train a horse?
Yes No (Circle One)

If you circled "Yes," how can we help hem with their special needs?

**Please check all the currently apply to this
PARTICIPANT:**

- ☐ AGE 18 or older
- ☐ Under AGE 19
- ☐ Over 240 lbs?
- ☐ Under 10 hours riding experience?
- ☐ Over 10 hours riding experience?

REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE I, the above listed individual hereinafter known as the "PARTICIPANT," and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in all STABLE activities including horse riding as a student of this STABLE, and that if I ride a horse provided by THIS STABLE, I will do so for instruction purposes.

AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS This agreement shall be legally binding upon me the registered PARTICIPANT, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property, be near any horse, receiving riding and/or training instruction or guidance from its associates and/or when I ride and/or train and/or am near horses on or off of THIS STABLE'S property. Any disputes by the PARTICIPANT shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I," "WE," "ME," "MY," shall herein refer to the above participant and the parents or legal guardians thereof if a minor.

INHERENT RISKS / ASSUMPTION OF RISKS I/WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of horse/equine/animal activities/stable activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risk include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animals; the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and/or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over and equine and/or failing to act within the ability of the participant. Horses are 5-15 times larger, 20-40 times more powerful, and 3-4 times faster than a human. If a participant falls from horse to ground, it will generally be a distance of from 3.5 to 5.5 feet and the impact may result in harm to the participant. Horseback riding and equine training are activities in which one much smaller, weaker predator (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting and/or Running from danger. **I also acknowledge that these are just some of the risk and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.**

CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS, AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES I/WE AGREE THAT: This STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. **SOME EXAMPLES ARE:** Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also understand that these are just some of the risks and I agree to assume others mentioned and not mentioned above. I am not relying on this stable to list all possible conditions for me. The participant and parent or legal guardian have inspected this STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage, and presence upon this STABLE'S premise.

SADDLE GIRTH/NATURAL LOOSENING I/WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around horse's belly) may loosen during riding. Participants must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the participant to fall from the horse.

PROTECTIVE HEADGEAR / HELMET WARNING I/WE AGREE THAT: I for myself and on behalf of my child and/or legal ward have been fully warned and advised by THIS STABLE that protective head / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and / or driving and / or training and / or being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. **I am not relying on THIS STABLE and or its associates to**

EQUINE ACTIVITY LIABILITY ACT (EALA) WARNING OR LANGUAGE: I / WE ACKNOWLEDGE THAT: I HAVE REVIEWED THIS STATE'S EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto, and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS:** DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.

SAFETY AGREEMENT I WE AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the participant, for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (herein after, collectively referred to as "associates"), of and from all claims, demands, causes of action and legal liability, whether the same be know or unknown., anticipated or unanticipated, due to THIS STABLE'S and / or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of THIS STABLE'S gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions, and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.

SIGNER STATEMENT OF AWARENESS

Date _____

Date _____

FAMILY CONTACT INFORMATION

[illegible]

895.481. Civil liability exemption; equine activities

(1) In this section:

(a) "Equine" means a donkey, hinny, horse, mule or pony.

(b) "Equine activity" means any of the following:

1. Shows, fairs, competitions, performances or parades that involve any breeds of equines and any equine disciplines, including combined training, competitive trail riding, cutting, dressage, driving, endurance trail riding, English or western performance riding, grand prix jumping, horse racing, hunter and jumper shows, hunting, polo, pulling, rodeos, 3-day events and western games.

2. Equine training or teaching.

3. Boarding of equines.

4. Riding, inspecting or evaluating an equine belonging to another, regardless of whether the owner of the equine receives monetary or other consideration for the use of the equine or permits the riding, inspection or evaluation of the equine.

5. Riding, training or driving an equine or being a passenger on an equine.

6. Riding, training or driving a vehicle pulled by an equine or being a passenger on a vehicle pulled by an equine.

7. Assisting in the medical treatment of an equine.

8. Shoeing of an equine.

9. Assisting a person participating in an activity listed in subs. 1. to 8.

(c) "Equine activity sponsor" means a person, whether operating for profit or nonprofit, who organizes or provides the facilities for an equine activity, including owners or operators of arenas, clubs, fairs, schools, stables and therapeutic riding programs.

(d) "Equine professional" means a person 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.

(e) "Inherent risk of equine activities" means a danger or condition that is an integral part of equine activities, including all of the following:

1. The propensity of an equine to behave in a way that may result in injury or death to a person on or near it.

2. The unpredictability of an equine's reaction to a sound, movement or unfamiliar object, person or animal.

3. A collision with an object or another animal.

4. The potential for a person participating in an equine activity to act in a negligent manner, to fail to control the equine or to not act within his or her ability.

5. Natural hazards, including surface and subsurface conditions.

(f) "Property" means real property and buildings, structures and improvements on the real property.

(g) "Spectator" means a person who attends or watches an equine activity but does not participate in the equine activity or perform any act or omission related to the equine activity that contributes to the injury or death of a participant in the equine activity.

(2) Except as provided in subs. (3) and (6), a person, including an equine activity sponsor or an equine professional, is immune from civil liability for acts or omissions related to his or her participation in equine activities if a person participating in the equine activity is injured or killed as the result of an inherent risk of equine activities.

(3) The immunity under sub. (2) does not apply if the person seeking immunity does any of the following:

(a) Provides equipment or tack that he or she knew or should have known was faulty and the faulty equipment or tack causes the injury or death.

(b) Provides an equine to a person and fails to make a reasonable effort to determine the ability of the person to engage safely in an equine activity or to safely manage the particular equine provided based on the person's representations of his or her ability.

(c) Fails to conspicuously post warning signs of a dangerous inconspicuous condition known to him or her on the property that he or she owns, leases, rents or is otherwise in lawful control of or possession.

(d) Acts in a wilful or wanton disregard for the safety of the person.

(e) Intentionally causes the injury or death.

(3m) A person whose only involvement in an equine activity is as a spectator shall not be considered to be participating in the equine activity.

(4) Every equine professional shall post and maintain signs in a clearly visible location on or near stables, corrals or arenas owned, operated or controlled by the equine professional. The signs shall be white with black lettering, each letter a minimum of one inch in height, and shall contain the following notice:

"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."

(5) If an equine professional uses a written contract for the rental of equines or equine equipment or tack or for the instruction of a person in the riding, driving or being a passenger upon an equine, the contract shall contain the notice set forth in sub. (4) in clearly readable bold print of not less than the same size as the print used in the remainder of the contract.

(6) This section does not limit the liability of a person under any applicable products liability laws.

(7) This section does not limit the immunity created under s. 895.52.

History: 1995 a. 256

The application of this section is not limited to equine professionals. The exception to immunity under sub. (3) (a) for faulty equipment did not apply when no connection between the equipment and the plaintiff's injuries was shown. *Kangas v. Perry*, 2000 WI App 234, 230 Wis. 2d 392, 620 N. W. 2d 429, 00-001.

"Provides an equine" in sub. (3) (b) means to make available for use an equine that the provider either owns or controls and does not encompass an equine previously sold or given to the individual claiming damages. *Barrit v. Lowe*, 2003 WI App 185, 266 Wis. 2d 863, 669 N. W.2d 189, 03-0034.