

SORENSEN EQUESTRIAN PARK, LLC

*** THIS IS A WAIVER OF LIABILITY ***

RELEASE AND HOLD HARMLESS AGREEMENT FOR LESSONS AND/OR EXERCISE OF HORSES WITH SORENSEN EQUESTRIAN PARK, LLC

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, _____ and if RIDER is a minor, RIDER'S parents or guardians, _____ and _____ have read and understand, and freely and voluntarily enter into this **Release and Hold Harmless Agreement** with **SORENSEN EQUESRTIAN PARK LLC, REID SORENSEN, LINDA SORENSEN**, and their heirs, assignees, agents, employees or representatives, as may be appropriate, (hereinafter separately and collectively referred to as "**INSTRUCTOR**") understanding that this Release and Hold Harmless Agreement is a **WAIVER OF LIABILITY**.

I understand that I need not sign this release. If I choose to sign this release, the consideration for my entering into this release is that by signing this release, INSTRUCTOR will waive the standard \$500.00 Liability Fee for equine instruction with Sorensen Equestrian Park, LLC. By signing below I indicate my desire to not only sign the release, but to have Sorensen Equestrian Park, LLC waive the standard \$500.00 Liability Fee for equine instruction with them.

I understand the inherent risks and potential dangers that I could incur in mounting, riding, walking, working with or feeding any horse; including, but not limited to, any interactions with other horses on the premises. These inherent risks include, but are not limited to; the propensity of any horse to run off; spook; step on appendages; buck; rear; kick; bite; shy; stumble; fall; react unpredictably to sounds; movement or unfamiliar objects, persons or other animals; certain hazards such as seen or unseen conditions of the ground; collisions with other animals; the limited availability of emergency medical care; and the potential for other equine participants, boarders or guests to act in a negligent manner that may cause or contribute to injury to me or to my horse such as failing to maintain control of their horse or not acting within their riding ability. **I understand these inherent risks can cause bodily injury, the aggravation of a previous medical condition, the creation of a new medical condition, or even death. I understand that bodily injury or death may result from using, riding or being in close proximity to horses, among other risks, and further, that I and/or my horse can be injured as a result of normal use, competition or schooling of any horse, including horses provided for lessons.**

Understanding the risks listed above, I hereby **release** INSTRUCTOR from any claim, causes of action, damages and/or liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me, to my horse, or to anyone else caused by or incidental to my electing to obtain equine instruction from INSTRUCTOR except for claims based on reckless or intentional acts. In the event RIDER is a minor child of mine, as the parent or guardian, I further **hold** INSTRUCTOR **harmless** from any such claim, causes of action, damages and/or liability by said minor child (excepting those based on reckless or intentional acts), regardless of any statute of limitations or contractual limitation of actions.

In the event I ride on other properties not related to Sorensen Equestrian Park, LLC, I agree to assume any and all risks of injury or loss, and agree to indemnify its owners, shareholders, directors, officers, agents and employees harmless from and against all claims including for any injury or loss suffered during or in connection with activities initiated on the premises, whether or not such claim, injury or loss resulted, directly or indirectly, from the negligent acts or omissions of said officials, directors, employees or agents of said properties.

Initials _____

I understand and warrant that this **Release and Hold Harmless Agreement**, is being voluntarily and intentionally bargained for, signed and agreed to, and that in signing this Release and Hold Harmless Agreement know and understand that this **Release and Hold Harmless Agreement** may further limit the liability of INSTRUCTOR to include any activity, whatsoever, involving an equine activity, including but not limited to death, personal injury and/or damage to or destruction of property, **INCLUDING INCIDENTS ARISING FROM INSTRUCTOR'S NEGLIGENCE.**

I further voluntarily agree to **Release and Hold Harmless** INSTRUCTOR from any liability whatsoever, including, but not limited to, any equine related incident **CAUSED BY OR RELATED TO THEIR NEGLIGENCE**, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries to me or even death, injury to or the death of my horse, or property damage from: mounting; riding; dismounting; walking; grooming; feeding; caring for my horse or other horses, use of tack owned by INSTRUCTOR, use of horse barn, paddock, trails or riding arena, in any capacity; falling off a horse, losing control of any horse, faulty or improperly adjusted tack, injury from my horse or other horses on the premises to myself, my invitees or my personal property, or my control, or lack thereof, of my horse or any other horse(s) on the premises.

I understand this means that I, my heirs or representatives will not bring and claims, demands, actions, causes or actions, and/or litigation against INSTRUCTOR sounding in contract, tort, **ARISING EVEN FROM NEGLIGENCE**, for any economic or non-economic losses due to bodily injury, death, and/or property damage sustained by me, and/or my minor child or legal ward of my horse in relation to my requesting equine instruction from INSTRUCTOR or having INSTRUCTOR work with my horse, including while riding, handling or otherwise being near my own horse or horses otherwise on the premises.

In signing this **RELEASE and HOLD HARMLESS AGREEMENT**, I acknowledge that I have had sufficient time to review this document and to ask any questions associated with it. I carefully read the foregoing document, know the content thereof, and have signed it as my own free act. I have had the opportunity to bargain for different terms and voluntarily waive my right to do so. I was advised to review this agreement with an attorney. I hereby agree to all said terms and conditions in their entirety even though it means limiting my ability to assert a legal claim against INSTRUCTOR as may be appropriate, for the entire time period during which I receive instruction from INSTRUCTOR.

***** THIS IS A WAIVER OF LIABILITY *****

Date: _____

By my signature below, I am voluntarily entering into this Waiver of Liability, Release and Hold Harmless Agreement in exchange for SORENSEN EQUESTRIAN PARK, LLC waiving the \$500.00 Liability Fee for equine instruction. I understand that by signing this document I am giving up substantial rights.

RIDER'S Printed Name

RIDER'S SIGNATURE

Parent/Guardian if RIDER is a minor

Parent/Guardian's Signature

Parent/Guardian if RIDER is a minor

Parent/Guardian's Signature

Initials _____

Sorensen Equestrian Park LLC

W1700 St Peters Road, East Troy, WI 53120 ~ 262-642-4111 ~ fax 262-642-9777

Sorensenpark.com ~ sorensenparkllc@aol.com

RIDER /GUEST REGISTRATION

Rider _____ Phone _____

Address _____ Age _____

City/Zip _____ Birth Date _____

E-mail _____

Parent/Guardian/Spouse _____ Work Phone _____

Family Physician _____ Dr. Phone _____

Dr. Address _____ Dr. City _____

I understand and acknowledge that all aspects of an equine activity, as that term is defined under Wis. Stat. 895.481(1) (b), are inherently dangerous and may result in property damage, injury or death. Knowing and appreciating these dangers, which are listed in Wis. Stat. 895.481 (1) (e), I desire for myself and/or my child/legal ward to receive horseback riding lessons or engage in other equine activities from **Linda/Reid Sorensen** or from one or more of the instructors who teach at **Sorensen Equestrian Park, LLC**.

In the event of a claim, the claim must be presented in Walworth County, Wisconsin.

The undersigned, (**parents of student, a minor, if student or rider is under age 21**), do hereby consent to any x-ray, examination, anesthetic, medical or surgical diagnosis or treatment and hospital service that may be rendered (to said minor) under the general or specific instructions of any physician or hospital. It is understood that this consent is given in advance of any specific diagnosis or treatment which may be required, but is given to encourage the **Sorensen Equestrian Park LLC** staff, hospital staff and such physician to exercise their best judgment as to the requirements, of such diagnosis or treatment. The undersigned shall pay all fees for doctors, hospitals, ambulances and other medical charges responsible and necessarily incurred.

My/Our signatures acknowledge that we have read, understand and agree to all of the above conditions

Signature Rider _____ Date _____

Signature Father (if minor) _____ Date _____

Signature Mother (if minor) _____ Date _____