

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

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 and 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.

In consideration of the services of Triple H Stable/3 Bar Tack/Rocky Top Farms, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Triple H), I hereby agree to release and discharge Triple H, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that horseback trail rides entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, of damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: loss of control, collisions; horses, irrespective of their previous behavior and characteristics, may act or react unpredictably based upon instinct, fright, or lack of proper control by rider; latent or apparent defects or conditions in equipment, animals or property; acts of other participants in this activity, adverse weather conditions; contact with plants or animals; my own physical condition or my own acts or omissions; the condition of remoter roads, trails, waterways or terrain, and accidents connected with their use; first aid, emergency treatment or other services rendered; consumption of food and drink.

Furthermore, Triple H guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather of the elements or the terrain. They may give inadequate warnings or instructions and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Triple H from and all claims, demands or causes of action. Which are in any way connected with my participation in this activity or my use of Triple H's equipment of facilities, including and such claims which allege negligent acts or omissions of Triple H.

4. Should Triple H, or anyone acting on their behalf, be required to incur attorney's fees or costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause to suffer while participating, or else I agree to bear the costs of such injury or damage myself, I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume -and bear the costs or—all risks that may be created, directly or indirectly, be and such condition.

6. In the event that I file a lawsuit against Triple H, I agree to do so solely in the state of Wisconsin, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of the state.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Triple H on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document, I have read and understood it, and I agree to be bound by its terms.

Signature or Participant: _____ **Print Name:** _____

Address: _____

Phone: _____ **Date:** _____

I am 18 years of age or older and have been offered a riding helmet, Which I have declined

Signature: _____

In consideration of _____ (print minor's name)("Minor") being permitted by Triple h to participate in its activities and to use its equipment and facilities, I further agree to indemnify and gold harmless Triple H from any and all claims which such use to participation by minor.

Parent or Guardian: _____ **Print Name:** _____