HORSE RENTAL AGREEMENT AND LIABILITY RELEASE FORM

FOR INDIVIDUALS

This form must be completed by and for each participant

HIGHWAY 45 RIDING STABLES L.L.C.

STABLE NAME, hereinafter known as "THIS STABLE".

LOCATION: **N8450 Hwy 45, Deerbrook, WI 54424** PHONE: **(715) 623-6868**

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.
THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE - In consideration of the payment of a fee and the signing of this agreement, I, the following listed individual, and the parent or legal guardians thereof if a minor child of 18 years or younger, do hereby agree to hire from THIS STABLE a horse, tack and equipment, personnel and trail for the purpose of horseback riding today and on all future dates.

RIDER NAME(S) (First & Last)	RIDER NAME(S) (First & Last)
1.	6.
2.	7.
3.	8.
4.	9.
5.	10.

Does this rider have physical and/or mental health conditions, problems, and/or disabilities which may affect his/her safety and ability to ride a horse?
Yes No (Circle one) If "yes" describe here:

WEIGHT LIMIT 225 LBS.

MEDICATIONS
IF USING ANY MEDICATIONS, PLEASE ADVISE

NO SMOKING
ON THE PREMISES OR AROUND CHILDREN OR HORSES

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 of Wis. Statutes.

WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS OR GUARDIANS MUST ALSO INITIAL.

_____ B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS - This agreement shall be legally binding upon me, the registered rider, 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. Any dispute by the rider shall be litigated in and venue shall be the county in which THIS STABLE is physically located. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "ME", "MY", shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

_____ C. ACTIVITY RISK CLASSIFICATION - I UNDERSTAND THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. I/WE further understand that applicant may be participating in a "WILDERNESS EXPERIENCE" and that the meaning of this term is defined as follows: THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED, AND UNCULTIVATED AREA OR REGION, AS OF FOREST and/or HILLS and/or MOUNTAINS and/or PLAINS and/or WETLANDS, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE, BUT NOT LIMITED TO, MAMMALS, REPTILES, AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANDERING AT THEIR WILL.

_____ D. NATURE OF STABLE HORSES - I UNDERSTAND THAT: THIS STABLE chooses its rental horses for their calm dispositions and sound basic training as is required for use as riding horses for novice and beginning riders, and THIS STABLE follows a rigid safety program. Yet, no horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3½ to 5½ feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on another much larger, stronger prey animal with a mind of its own (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; Changing directions or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; or Running from danger.

_____ E. RIDER RESPONSIBILITY - I UNDERSTAND THAT: Upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety, and that of an unborn child if the rider is pregnant. THIS STABLE advises pregnant women not to ride horses, unless permission is given under advice of her physician.

_____ F. CONDITIONS OF NATURE - I UNDERSTAND THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, water, 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.

WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS OR GUARDIANS MUST ALSO INITIAL.

PLEASE READ CAREFULLY BEFORE SIGNING

_____ G. CARRY-ON OBJECTS AND SHARP NOISES - I UNDERSTAND THAT: Riders must not carry loose items on rides which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse. SOME EXAMPLES ARE: Cameras, hats not securely fastened under chin, toys, or purses. Riders must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.

_____ H. SADDLE GIRTHS-NATURAL LOOSENING - I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices this he/she must alert the nearest guide or wrangler as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

_____ I. ACCIDENT/MEDICAL INSURANCE - I AGREE THAT: Should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for ALL such incurred expenses. My **accident/medical insurance** company is _____ _____and my policy number is _____.

_____ J. PROTECTIVE HEADGEAR OFFERING - I, for myself and on behalf of my child and/or legal ward, have been offered protective headgear (riding helmet) by THIS STABLE and do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some head injuries, and may even prevent death happening as the result of a fall or other occurrence. It is understood that STABLE-PROVIDED protective headgear may not be of perfect fit for each rider's head, and that once provided I/WE will be responsible for securing the helmet on this rider's head at all times. Mark an "X" below in the box before the statement which describes your choice to wear, or not to wear, STABLE-PROVIDED protective headgear:

[ ] **PROTECTIVE HEADGEAR ACCEPTANCE:** I/WE REQUEST TO WEAR PROTECTIVE HEADGEAR WHICH THIS STABLE PROVIDES.

[ ] **PROTECTIVE HEADGEAR REFUSAL:** I/WE REFUSE TO WEAR ANY TYPE OF PROTECTIVE HEADGEAR AND/OR WILL PROVIDE MY/OUR OWN. I/WE ACCEPT FULL RESPONSIBILITY FOR MY/OUR SAFETY IN THIS DECISION.

_____ K. LIABILITY RELEASE - In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the rider, and the parent or legal guardian thereof if a minor, do agree to hold harmless and release THIS STABLE, its owners, agents, employees, officers, members, premises owners, other land owners, insurers, and affiliated organizations from legal liability due to THIS STABLE'S ordinary negligence; and I do further agree that except in the event of THIS STABLE'S gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, 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, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE. Those who are involved assisting, volunteering and those who board their horse on the premisis of Hwy. 45 Riding Stables are not liable.

_____ L. There is no smoking allowed in or around the riding stables or while you are mounted or dismounted throughout your trail ride.

All Riders and Parents or Legal Guardians must sign below after reading this entire document. Each spouse must sign:

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

_____ DATE_____

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #1

_____ DATE_____

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #2

Address in full: _____

_____

_____

Home Phone: _____

Bus. Phone: _____

Cottage: _____

Cell: _____

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