



RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY BEFORE SIGNING

The undersigned, as a Participant/Spectator/Visitor/Guest/Client (collectively “Participant”), on his/her own behalf and, if applicable, as the Parent(s)/Legal Guardian(s) of a minor Participant (minor included as “Participant”), for good and valuable consideration, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless, and Indemnification Agreement (“Release”):

1. Assumption of Risk and Waiver: Participant understands and accepts the risks of engaging in Equine Activities, while mounted or unmounted, as well as merely being near a horse or pony (collectively “equine”), including: (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 (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (2) the unpredictability of an equine's reaction to a sound, movement or unfamiliar object, person or animal (ex.: machinery, equipment, doors, snow and ice falling, rain, wind, thunder, voices, etc.), sudden movement, and unfamiliar objects, persons, other animals, or other things (ex.: jumps, ground poles, cones, flowers, flags, golf carts, mini-bikes, whips, bats, etc.); (3) a collision with an object or another animal (ex.: ground holes, uneven terrain, slippery or deep footing, construction material, etc.; (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; and (5) natural hazards, including surface and subsurface conditions. Participant agrees that engaging in equine activities under this Release includes, but is in no way limited to, those defined in the Wisconsin Equine Activity Liability Act, as well as riding another's equine, petting, leading, mounting, feeding, watching, transporting, and otherwise interacting with or merely being in the vicinity of equines (collectively “Equine Activities”). Participant understands the injuries, death, loss (both personal and property), and property damage that may result from the accepted risks of engaging in Equine Activities or just being near an equine, that equines are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Release are just a sampling and Participant is not relying on Released Parties (defined below) to list all possible equine-related risks. Participant therefore agrees, on his/her own behalf and on behalf of his/her minor Participant, that he/she understands and agrees to assume the risks and dangers inherent in Equine Activities, agrees to at all times to be responsible for Participant's personal safety, to purchase and maintain Participant's own health and liability insurance, remain financially responsible for Participant's medical expenses, and waives Participant's right to any claims arising from participation in or observation of any Equine Activities, riding a horse belonging to Participant or someone else, whether on or off the property where the horse is stabled and/or transported to, being near an equine, or merely being present on real property owned, leased, rented, borrowed, visited, organized upon, or otherwise occupied or utilized by Team V Eventing, LLC, Clare Vander Woude, and/or their respective parents, spouse, family members, partners, heirs, agents, trustees, beneficiaries, employees, working students, volunteers, independent contractors, guests, visitors, invitees, members, managers, officers, directors, owners, lessors, lessees, licensors, licensees, or others acting on their behalf (collectively “Released Parties”), regardless of whether or not Participant's presence on such real property is related to equines or Equine Activities.
2. Release, Hold Harmless, and Indemnify: Participant agrees to release and hold harmless Released Parties for any illness, injury, death, damage, or other loss (collectively “Loss”) incurred by Participant or to Participant's property caused in whole or in part by negligence or other fault of Released Parties, other than reckless or intentional misconduct. Participant agrees to indemnify Released Parties from and

against any Loss arising from or related to Participant's engagement in Equine Activities as defined in this Release, whether caused in whole or in part by Participant, even if such Loss is caused in whole or in part by negligence or other fault of Released Parties other than reckless or intentional misconduct.

3. **Governing Law, Time Limitation, and Attorneys' Fees:** This Release shall be construed and enforced in accordance with the laws of the State of Wisconsin. All disputes relating to the interpretation and enforcement of this Release shall be resolved exclusively by the state court in Dane County, Wisconsin. The parties hereby submit to the jurisdiction and venue of the Court for such purpose. Participant agrees that this Release does not expire. Participant agrees that any and all claims and/or causes of actions for Loss by Participant must be brought within one (1) year of the date accrued and any claim for personal property Loss is limited to \$500.00 (Five Hundred Dollars). Participant agrees to reimburse Released Parties for any and all attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Release and/or in defending or prosecuting any claims or causes of actions involving, or in any way relating to, Participant.
4. **Severability:** If any provision of this Release or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, neither the remainder of this Release nor the application of such provision to any other person or circumstance shall be affected thereby, and each provision of this Release shall be valid and enforceable to the fullest extent permitted by law.
5. **Participant Certification:** Participant certifies that he/she has read this entire Release and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant, Participant's parents, spouse, family members, heirs, agents, trustees, beneficiaries, guests, visitors, invitees, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein.

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.

Date: _____ Signature: _____

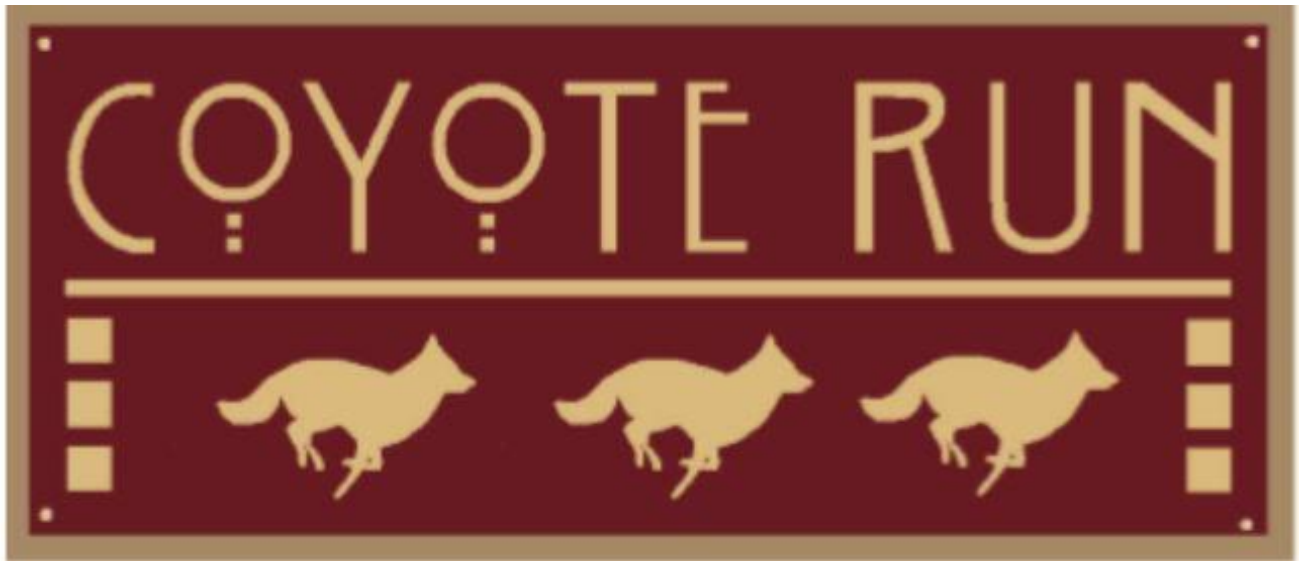
Participant signing on my own behalf, and, if applicable, on behalf of my minor child as a participant.

Address: _____

Printed Name: _____ Phone/E-Mail: _____

Emergency Contact Name and Phone: _____

Minor Participant's Name and Date of Birth: _____



In consideration of my admission to the premises at 1048 Severson Road, Belleville, County of Dane, Wisconsin, for any purpose, I do hereby, for and on behalf of myself, my heirs, next of kin, executors, administrators and personal representatives, release and forever discharge Jonathan T Ketzler and Mary E McSweeney, his wife, (Owners), and their respective employees, agents, representatives, heirs, legatees, successors, and assigns, expressly including Sunny Sky Horse Jumps LLC from any and all claims and demands of every kind, nature and character which I may hereafter acquire or have accrued to me or which my heirs, next of kin, executors, administrators and personal representatives may hereafter acquire or have accrued to them for any and all property damages, losses and injuries of any kind or nature whatsoever, which may have been suffered or sustained by me while I am present on the aforesaid property. All such claims and demands are hereby waived and released, and further covenant not to sue therefore. I further state that I have carefully read the foregoing Release and Waiver of Liability and understand the contents thereof, and I sign the same as my own free act.

Name: _____ Date: _____

Address: _____

Phone: _____

Birthday: _____

Signature (or signature of parent or guardian if minor is under 18 years of age):
