

Date: _____

Name of Rider: _____ Phone: _____ Cell: _____

Date of Birth: _____ Parents/Guardians Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Family Doctor: _____

Emergency Contact 1st: _____ Phone: _____

Emergency Contact 2nd: _____ Phone: _____

Consent Agreement, Release of Liability, Waiver and Indemnity of all Claims. Must be 18 years old or LEGAL Guardian of minor to sign.

RELEASE, WAIVER AND INDEMNITY OF ALL CLAIMS

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.

Acknowledgments

I hereby voluntarily request to be permitted to come onto the property of Michael and Samara Lancia, and/or their heirs, executors and or assigns for the purpose of general recreation, buying, training, viewing, riding and/or caring for any horses. I wish to participate in horse boarding, lessons, training and/or horse back riding, camps, birthday parties, volunteering, and working with the horses, which will be known as (the "Activities") provided by **Applewood Farms, LLC, Michael and Samara Lancia, Owners of any leased horses and if any, instructors.** I am aware that the wearing of an approved riding helmet can reduce the chance of injury to me/and or my minor child/legal ward and **AGREE TO WEAR AN APPROVED RIDING HELMET** at all times while mounted on a horse on the property.

I FULLY understand and agree that the "Activities", boarding, handling, training, caring for, and riding of horses involves risk of injury and damage to the horse, and property and equipment involved, and to the individuals undertaking such "Activities". I further understand that horses are unpredictable in nature and that when frightened in anyway or under stress horses natural instinct is to jump forward, sideways, backwards and can run away from danger. This could happen at any speed, and horses can rear up in front, or bite; horses are extremely powerful and a rider can fall to the ground or get struck by a horse. I understand that I or my minor child or legal ward could be injured as a result of these actions of a horse, and in extreme cases permanent injury or death could occur. With full awareness of the foregoing, I am knowingly and voluntarily participating in the "Activities" and accept the possibility of injury to myself, my minor child or legal ward, my horse and other property as a risk inherited from these "Activities" on or off the property or while under the care of Applewood Farms, LLC or Michael and Samara Lancia. In Consideration of me, my minor child or legal ward being permitted to participate in any and all "Activities", and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I promise and agree to the following:

1. WARRANTIES AND REPRESENTATIONS:

- 1.1 I understand that horseback riding, training, and caring for a horse is a rigorous activity and is physically and mentally demanding. I hereby warrant and represent that I have the requisite level of physical fitness and mental alertness to enable me to participate in the "Activities". I further warrant and represent that I am in good health and free from injury, illness disease or other defects which may impair my ability to engage in these "Activities".
- 1.2 I recognize the threat of exposure to tetanus that exists in the presence of livestock and acknowledge my responsibility to obtain inoculation and maintain protection against tetanus, a disease endemic to horses.
- 1.3 If I am boarding and/or using a horse owned by me or any acquaintance of mine (and not by Applewood Farms, LLC or Michael and Samara Lancia.) I warrant and represent that such horse has the proper temperament and health for the "Activities".

liability for any and all losses, claims, demands, actions, causes of actions, damages, costs and expenses which I may herein after incur on account of any loss, damage or injury (including death) to my person, my minor child or legal ward, my horse or my other property, or the consequences thereof which may result from any accident, transaction, event, circumstance, occurrence, act or omission connected with or arising from the "Activities," whether caused by the negligence of **Releasees** or otherwise.

3. INTENT The release contained in paragraph 2 above is intended to be broadly construed so as to release Releasees from all claims whatsoever arising out of any accident, transaction, event, circumstance, occurrence, act or omission, including without limiting the generality of the language in paragraph 2 above any loss, damage or injury (including death) incurred while I myself, my minor child or legal ward , my horse, and/or other property while engaged in the *Activities*, whether such loss, damage or injury arises as a result of the actions or omissions of **RELEASEES**, a third party, a horse or other animal, an act of GOD or any combination thereof.

4. INDEMNITY I hereby agree to indemnify, defend and hold harmless **RELEASEES**, and each of them, from and against any and all claims, damages, cost, expenses or liabilities which they may incur as a result of any accident or injury caused by me, my horse or my other property while engaged in the "Activities." whether or not the injury or property damage was caused by negligence or gross negligence by Applewood Farms, LLC .and/or the **RELEASEES**.

5. MISCELLANEOUS

5.1 This agreement shall be binding upon signature and insure to the benefit of my heirs, successors, assigns, and their legal representatives.

5.2 This release shall be governed my and construed in accordance with the laws of the State of Wisconsin.

I HAVE READ THE RELEASE AND FULLY UNDERSTAND ALL OF ITS TERMS. I HAVE EXECUTED THIS RELEASE VOLUNTARIYLY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

I give my permission to take photos of myself or my children during horse activities and allow them to be used in Applewood Farms, LLC web site and advertising.

If the above signatory is a minor I acknowledge that I am the parent of the above-named minor applicant/participant (and/or the duly appointed legal guardian of such minor), and I have full authority to sign this Release for and on behalf of the Minor and on behalf of myself. My signature on this form constitutes my understanding and consent to the waiver and release set out above on behalf of myself or my legal minor. I acknowledge that I am bound myself to the same extent as the minor and shall also be considered a principal signatory on behalf of myself, my horse and my other property, if any involved in the "Activities".

HAVE READ THE RELEASE AND FULLY UNDERSTAND ALL OF ITS TERMS. I HAVE EXECUTED THIS RELEASE VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Date: _____ **Signature:** _____
Parent or Legal Guardian on behalf of: Minor Application/Participant and Individual.

Witnessed by: _____

2. RELEASE I hereby release and forever discharge Applewood Farms, LLC and or Michael and Samara Lancia along with their heirs, executors, employees, volunteers, successors, owners of lease horses, and assigns of foregoing parties. (collectively, the "**RELEASEES**") from any and all