**HOLD HARMLESS AGREEMENT**

DAWSON POINTE STABLES

4320 State Road 138

Oregon, Wisconsin 53575

**Warning**

“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.”

Having read the above section of the Wisconsin Equine Activity Liability Act, I agree to assume all responsibility for any risk of accident or injury that may occur while participating in any equine activity within the property described as “Dawson Pointe Stables”. This includes but not limited to riding, trailering, loading and unloading of horses, and any activity engaged in, whether in or around the Dawson Pointe Stables, in the indoor arena, outdoor arena, on the trails, or crossing streets.

I hold Dawson Pointe Stables hereafter referred to as Stables harmless from any and all liability in the event of any loss, harm or damage to person or property resulting from the risk of any equine activity in which I am participating in an equine activity or for any loss, harm or damage to any guests I may bring to Dawson Pointe Stables.

Date Is Participant 18 years of age or older? Circle One: yes no

Participant’s Printed Name

Participant’s Signature (if 18 yrs. or older)

Guardian’s Printed Name (if applicable)

Guardian’s Signature (if applicable)

Witnessed Dated

Address of Participant:

(street)

(city, ST, zip)

Phone of Participant circle one: home office cell

E-mail of Participant

**RIDER’S WAIVER AND RELEASE OF NEGLIGENCE CLAIMS**

**AND AGREEMENT TO INDEMNIFY**

I understand that equine activities are hazardous to participants, even where all feasible safety measures have been undertaken. I understand that the risks of participating in equine activities include: (1) the propensity of an equine to behave in dangerous ways that may result in injury to the participant, (2) the inability to predict an equine’s reaction to sound, movements, objects, persons or animals, (3) the hazards of surface or subsurface conditions, (4) collisions with other equines or objects, and (5) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. I know that this is not an exhaustive list of risks inherent in equine activities, and I understand that by participating in equine activities, I, my family members, or my guests may be seriously injured.

Nonetheless, I wish to participate in equine activities on the property of Dawson Pointe Stables. I agree to obey the directions and rules set forth by Dawson Pointe Stables. I am aware that Dawson Pointe Stables strongly encourage all riders to wear safety helmets at all times when mounted on horses for their protection and safety, and if I ride without a helmet, I understand that I do so at my own risk and will hold Dawson Pointe Stables, harmless from any liability thereon. Furthermore, I have made an inspection of the facilities, equipment and horses; I rely upon my own inspection and my own skill, judgment and ability, and I understand that Dawson Pointe Stables makes no warranty or guarantee of any nature with respect to the condition of the horses, equipment or riding facility.

**RELEASE AND WAIVER OF NEGLIGENCE CLAIMS**

In consideration of the privilege of participating in equine activities on the property of Dawson Pointe Stables, I release the Dawson Pointe Stables from any legal responsibility for any accident or injury to me, members of my family or my guests during, or in connection with, any equine activities in which I engage on Release’s property. I agree to hold harmless Dawson Pointe Stables, Kevin Klahn and Erika Klahn, and their agents, and assigns for any and all liability for property damage, personal injury, or death arising out of the equine activities, and agree to assume all liability for any and all damage or injuries while participating in equine activities at Dawson Pointe Stables. I agree to comply with Dawson Pointe Stables Barn Rules, which are incorporated by reference. I acknowledge that my compliance with the Barn Rules is required for my safety and that of others.

If I proceed with any legal actions against Dawson Pointe Stables for recovery for any damages incurred by me, my property or my guests, I agree to indemnify Dawson Pointe Stable’s all attorneys fees, costs and disbursements and lost wages incurred by the need to respond to said legal action.

**FOR PURPOSES OF THIS WAIVER**

Dawson Pointe Stables, Kevin Klahn, Erick Klahn, their employees and assigns shall further be held harmless from any and all liability for physical harm, property damage or any other loss resulting from any contractual relationship a boarder may have with any third party relating to any equine related activities, including but not limited to, leasing their horses to third parties, allowing a third party to ride their horse(s) or use their tack. Boarders shall be solely responsible to evaluate third party rider’s ability to ride said horse and ensure that tack is in a safe and appropriate condition. If said third party seeks any recovery for damages resulting from any physical harm or damages to property arising from this third party’s contractual relationship with the boarder, said boarder shall assume all responsibility for any and all damages claimed by the third party and boarder shall indemnify Dawson Pointe Stable, Kevin Klahn, Erika Klahn, their employees and assigns for all attorneys fees, costs, disbursements and lost wages incurred in responding to said Third Party’s claim.

Any instructor using a horse owned by Dawson Pointe Stables, Kevin Klahn, and/or Erika Klahn shall be responsible for all claims and damages resulting to a rider, student or other boarder and their property in the course of their instruction and shall hold Dawson Pointe Stables, Kevin Klahn and Erika Klahn harmless from liability thereon. Instructors must provide Dawson Pointe Stables, Kevin Klahn or Erika Klhan proof of insurance coverage prior to instructing any riding at Dawson Pointe Stables property. Instructor shall be solely responsible for any and all harm to any horse used by instructor and owned by Dawson Pointe Stables, Kevin Klahn, or Erika Klahn and shall indemnify them for any and all loss to said horse, including, but not limited to; veterinary fees, and loss of value of the horse. Instructor shall further be solely responsible for evaluating any rider’s ability to safely ride said horse and evaluating the safe and proper condition of all tack used for instruction on said horse.

Participant’s Signature (over 18 years of age) Dated

Guardian’s Signature (if participant is less than 18 years of age)

Wis. Stat. S 895481

DEFINITIONS

Definitions as Used in this Act:

(a) “Engages in an equine activity” means riding, training, assisting in medical treatment of, driving, or being a passenger upon an equine, whether mounted or unmounted, or assisting a participant.

The term “engages in an equine activity” does not include being a spectator at an equine activity, except in cases where the spectator places himself in an unauthorized area and in immediate proximity to the equine activity.

“Equine activity” means:

(1) Equine shows, fairs, competitions, performances or parades that involve any or all breeds of equines and any of the equine disciplines, including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, 3 day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, English and Western performance riding, endurance trail riding and western games, and hunting.

(2) Equine training activities, teaching activities, or both.

(3) Boarding equines.

(4) Riding, inspecting, or evaluating an equine belonging to another, whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine.

(5) Rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor.

(6) Placing or replacing horseshoe’s on an equine.