

**WEST 20 RANCH & SADDLE CO.**  
**RELEASE OF LIABILITY**

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **WEST 20 RANCH & SADDLE CO.**, hereinafter referred to as Manager and \_\_\_\_\_, hereinafter referred to as Rider. For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Manager, Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:

1. **Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, kicking, biting, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and 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 such participant's ability.

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Manager's rules and regulations which, shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of the Rider. Rider assumes all risks therefor and warrants a full and fair disclosure of Rider's abilities has been made to Manager.

Rider expressly releases Manager from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Manager or its representatives, agents or employees.

**WARNING**

**Under Wisconsin Law. A participant in a recreational activity engaged in on premises owned or leased by a person who offers facilities to the general public for participation in recreational activities accepts the risks inherent in the recreational activity of which the ordinary prudent person is or should aware**

2. RIDER (OR RIDER'S PARENTS OR GUARDIAN, IF RIDER IS A MINOR) AGREES WEST 20 SADDLE COMPANY, JULIE CYRA, AGENTS, EMPLOYEES, SUB-CONTRACTORS, INTERNS AND ANY OTHER REPRESENTATIVE SHALL NOT BE LIABLE FOR, AND RIDER (OR RIDER'S PARENTS OR GUARDIAN IF RIDER IS A MINOR) HEREBY RELEASES THEM FROM, ANY DAMAGE, LOSS, HARM, OR INJURY OF ANY KIND TO THE RIDER, ANY OF IT'S OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUESTS AND ANY OTHER REPRESENTATIVES RESULTING OR ARISING FROM RIDERS EVENT, REGARDLESS OF THE CAUSE OF SUCH DAMAGE, LOSS, HARM OR INJURY AND WHETHER IT IS A RESULT, IN WHOLE OR IN PART, OF THE NEGLIGENCE OF WEST 20 SADDLE COMPANY. RIDER (OR RIDER'S PARENTS OR GUARDIAN IF RIDER IS A MINOR) AGREES TO INDEMNIFY, DEFEND, PROTECT, HOLD AND SAVE HARMLESS WEST 20 SADDLE COMPANY, JULIE CYRA, ITS AGENTS, EMPLOYEES, SUB-CONTRACTORS, INTERNS AND ANY OTHER REPRESENTATIVE FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITY, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) OF WHATEVER KIND OR NATURE RESULTING OR ARISING FROM RIDER'S EVENT.

3. In the event Rider is using Rider's own horse, or a horse(s) no owned by Manager, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to Manager to be in good health, or is deemed dangerous or undesirable

4. Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not to extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

**MANAGER** \_\_\_\_\_ **DATE** \_\_\_\_\_

**RIDER** \_\_\_\_\_ **DATE** \_\_\_\_\_