



3440 Meadow Road
Verona, WI 53593
Stable (608) 833-3635

American Saddlebreds

Name: _____ Date: _____
 Date of Birth: _____ Parents/Guardians: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Home Phone: _____ Cell Phone: _____
 Email: _____
 Check one: beginner advanced beginner intermediate advanced
 Here for: riding lessons summer riding program school groups party MSCR
 Family Doctor: _____ Phone: _____
 Relative &/or Friend: _____ Phone: _____

Release, Waiver and Indemnity of all Claims

Acknowledgments

I wish to participate in horse boarding, lessons, training and/or horse back riding (the *Activities*) provided by **La Fleur Stables, LLC, Madison Riding Academy, Neva La Fleur, Marlene La Fleur and instructors.**

I understand and agree that the use, boarding, handling, training and riding of a horse involves risk of injury and damage to the horse, and property and equipment involved, and to the individuals undertaking such activity. I further understand and agree that any horse, irrespective of its training, its usual past behavior and its characteristics, may act or react unpredictable at any time.

With full awareness of the foregoing, I am knowingly and voluntarily participating in the *Activities* and accept the possibility of injury to myself and my horse and other property as a risk inherent in the *Activities*.

In Consideration of my being permitted to participate in the *Activities* and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I promise and agree as follows:

1. Warranties and Representations

- 1.1 I understand that horseback riding and training 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 the *Activities*.
- 1.2 I recognize the treat 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 or using a horse owned by me or any acquaintance of mine (and not by **La Fleur Stables, LLC**) in connection with the *Activities*, I warrant and represent that such horse has the proper temperament and health for the *Activities*.

2. Release I hereby release and forever discharge **La Fleur Stables, LLC**, and their landlord for the horse barn, riding building and upper corral, and all of the heirs, successors and assigns of the foregoing parties (collectively, the "Releasees") from any and all 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, horse or my other property, or the consequences thereof, which 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 or my horse; other

property 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 a 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*.

5. Miscellaneous

- 5.1 This agreement shall be binding upon and insure to the benefit of my heirs, successors, assigns and their legal representatives.
- 5.2 This release shall be governed by and construed in accordance with the laws of the State of Wisconsin.

6. **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.

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

Dated Signature

Witnessed By Address

If the above signatory is a minor, I acknowledge that I am of the parents 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 and the 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*.

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

Witnessed by Parent or Legal Guardian on behalf of Minor Application/Participant and Individually