



Middleton Stables

4320 State Road 138 Oregon, WI 53575

608-576-2902 or 608-576-5102

middletonstables26@gmail.com

RELEASE AND HOLD HARMLESS AGREEMENT FOR BOARDER'S, VISITORS, GUESTS, & INVITEES OF MIDDLETON STABLES

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.”

This RELEASE of LIABILITY is made and entered into on this _____ day of _____, 20_____, by and between Matt and Vannessa Middleton and Middleton Stables LLC, herein designated MANAGER and _____ herein designated GUEST, and if GUEST is a minor, Guest's parent or legal guardian, _____. In return for the use, today and on all future dates of the property, facilities and services of the Manager, the Guest, his heirs, assigns, and legal representatives, hereby expressly agree to the following: **Who are you here with/for/on behalf of:** _____

1. It is the responsibility of the Guest to carry full and complete insurance coverage to his\her horse, personal property and his\her selves.
2. Guest agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE GUEST'S USE OF OR PRESENCE UPON MANAGER'S PROPERTY AND FACILITIES including, but not limited to, the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horse or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
3. Guest agrees to hold Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Guest's use of or presence upon Manager's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.
4. Guest agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
5. Guest agrees to hold them harmless from and indemnify and defend manager against any and all claim, causes of action, damages, judgements, costs or expenses. These expenses include attorney's fees, which in any way arise from the Guest's use of or presence upon the Manager's property and facilities.
6. Guest agrees to abide by all of Middleton Stables rules and regulations.
7. If Guest is using his\her own horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if proper health papers and Negative Coggins' papers are not provided or the horse is deemed dangerous or undesirable.
8. Governing Law; Nonassignment; Wisconsin Equine-Activity Law. This Agreement is personal to Guest and may not be assigned or transferred without the prior written consent of Middleton Stables. This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin. Any legal proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in Dane County, Wisconsin.

Further, Guest hereby acknowledges and understands that under Wisconsin that equine activities, including the boarding, handling, riding, training, inspecting, evaluating, spectating, and caring for horses, involve inherent risks. Under Wisconsin

Statute § 895.481, an equine-activity sponsor, equine professional, or other person may be immune from civil liability for acts or omissions related to participation in an equine activity when a participant is injured or killed as a result of an inherent risk of equine activities, except as otherwise provided by law.

Guest further acknowledges that the following are inherent risks of an equine activity and that the following are some of the subject of this waiver of tort or other civil liability:

1. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine.
2. The unpredictability of an equine's reaction to sounds, sudden movement, machinery, unfamiliar objects, persons, or other animals.
3. Hazards, including, but not limited to, surface or subsurface conditions.
4. A collision with another equine, another animal, a person or an object.
5. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

Guest further represents to Middleton Stables, LLC that this agreement is being made voluntarily and further that if this agreement is on behalf of a Guest who is under the age of (18) eighteen years that the undersigned is the Guest's parent or legal guardian. Guest agrees to conduct him\herself lawfully and with cautious prudence while on Middleton Stables LLC property. Guest further acknowledges and understands that this agreement shall remain valid until it is revoked in writing by the Guest. Guest also acknowledges and understands that Guest may be riding horses off of Middleton Stables property and that Middleton Stables shall not be responsible for conditions off of their property. Finally, in consideration hereof, the Guest hereby releases, holds harmless and will indemnify Middleton Stables LLC and those persons with an interest in Middleton Stables LLC, specifically Matt and Vannessa Middleton from any and all liability or responsibility for any accidents, damages, injuries, illnesses, lawsuits or causes of actions incurred by Guest or any horses owned by Guest, and that the benefits of the releases and agreements set forth above in favor of Middleton Stables LLC, shall also run to the benefit of and shall apply to Matt and Vannessa Middleton.

Executed this _____ day of _____ 20_____.

Guest Signature: _____ Guest Printed Name: _____

Guest Full Address: _____

Guest Phone: _____ Guest Email: _____

Guest Emergency Contact Name & #: _____

If the signature above is of a parent or legal guardian of a Guest under the age of (18) eighteen years, name and relationship to Guest:

Middleton Stables, LLC

By: _____

Matt or Vannessa Middleton

Owners/Manager