

GEITNER HOMESTEAD EQUINE CAMPGROUND

WAIVER OF LIABILITY

WIS.STAT.895.481 - 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.

WIS. STAT.895.525(3)&(4) STATES: A PARTICIPANT IN A RECREATIONAL ACTIVITY ACCEPTS THE RISKS INHERENT IN THE RECREATIONAL ACTIVITY OF WHICH THE ORDINARY PRUDENT PERSON SHOULD BE AWARE.

A participant in a recreational activity is responsible to do all of the following:

- 1) Act within the limits of their ability.
- 2) Heed all warnings regarding participation in the recreational activity.
- 3) Maintain control of his or her person and equipment devices or animals the person is using while participating in the recreational activity.
- 4) Refrain from acting in any manner that may cause or contribute to injury to himself or herself or to others while participating in the recreational activity.

A violation of the law constitutes negligence.

I know that equine activities carry a significant risk of serious personal injury, death, or property damage.

I agree that as a Participant/Parent/Guest of Geitner Homestead Equine Campground, I am responsible for my/my child's/any children in my care, (children being nieces, nephews, grandchildren, or friends that are not your biological children) safety while staying/visiting the property. I understand that Geitner Homestead Equine Campground is not responsible for the supervision of my children in my care, or my children's safety. I specifically RELEASE AND DISCHARGE, in advance, Geitner Homestead Equine Campground from any and all liability, whether known or unknown, even though the liability may arise out of negligence or carelessness on the part of the sponsors. I acknowledge and accept full responsibility for any risks, conditions, and hazards that may arise, whether they are known or unknown at this time.

Therefore, in consideration of the services performed by Geitner Homestead Equine Campground and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participant/Parent/Guest hereby knowingly, intentionally, purposively, freely, voluntarily, and without duress executes this release under the terms below:

Release and Waiver: Participant/Parent/Guest does hereby FOREVER release, discharge, indemnify, hold harmless, defend, exonerate, and covenant not to sue Geitner Homestead Equine Campground and its owners, employees, staff, agents, successors, and assigns from, against, or with respect to any and all liability, claims, or demands of any kind or nature whatsoever, whether at law, in equity, or otherwise, which arise or may hereafter arise directly or indirectly from participation.

Participant/Parent/Guest SPECIFICALLY UNDERSTANDS AND AGREES that this Release FOREVER DISCHARGES Geitner Homestead Equine Campground and its owners, employees, staff, agents, successors, and assigns from any and all liability or claim that the Participant/Parent/Guest may have against Geitner Homestead Equine Campground, and its owners, employees, staff, agents, successors, and assigns, with respect to any bodily injury, personal injury, illness, death, or property damage or loss that may result, directly or indirectly, from participation, whether caused by the negligence of Geitner Homestead Equine Campground, and its owners, employees, staff, agents, or otherwise, and in all cases to the fullest extent permitted by applicable law. Participant/Parent/Guest also understands that Geitner Homestead Equine Campground does not and shall not assume any responsibility for or obligation to provide financial assistance or other assistance to Participant/Parent/Guest, including, but not limited to, medical, health, or disability insurance in the event of injury, illness, or other claim or loss.

Medical Treatment: Volunteer does hereby FOREVER release, discharge, indemnify, hold harmless, defend, exonerate, and covenant not to sue Geitner Homestead Equine Campground, and its owners, employees, staff, agents, successors, and assigns from any and all liability or claim whatsoever which arises or may hereafter arise, directly or indirectly, on account of any first aid, treatment, or medical service rendered in connection with the Participant's/Parent's/Guest's Activities with sponsoring agencies working with Geitner Homestead Equine Campground.

Assumption of Risk: The Volunteer SPECIFICALLY UNDERSTANDS AND AGREES that participation is hazardous to Participant/Parent/Guest. Participant/Parent/Guest hereby expressly, specifically, knowingly, intentionally, purposively, personally, and solely assumes all risk of injury or harm which may result, directly or indirectly, from during, or with respect to participation, and FOREVER releases, discharges, indemnifies, holds harmless, defends, exonerates, and covenants not to sue Geitner Homestead Equine Campground, and it's owners, employees, staff, agents, successors, and assigns from all liability or claim for injury, illness, death, or property damage or loss resulting from or with respect to participation.

Insurance: The Participant/Parent/Guest understands and agrees that Geitner Homestead Equine Campground does not and shall not carry or maintain health, medical, or disability insurance coverage for any Participants/Parents/Guests.

Other: Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin, United States of America, and all other applicable laws, rules, and regulations wherever found, and that this Release shall be governed by and interpreted in accordance with the internal laws of the State of Wisconsin, United States of America. Jurisdiction and venue for any actions with respect to this Release shall only be had (excluding all other jurisdictions) in a tribunal of competent jurisdiction in Door County, State of Wisconsin, United States of America. Participant/Parent/Guest agrees that in the event that any clause or provision of this Release shall be held to be invalid by any tribunal of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be fully enforceable.

I HEREBY ACKNOWLEDGE THAT I HAVE PERSONALLY READ THE PRECEDING PARAGRAPHS, AND I FULLY UNDERSTAND, RECOGNIZE, AND APPRECIATE THE RISKS ASSOCIATED WITH PARTICIPATING IN, ATTENDING, OR STAYING AT GEITNER HOMESTEAD EQUINE CAMPGROUND. I UNDERSTAND THAT I AM PERMANENTLY GIVING UP SUBSTANTIAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE. I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS.

Print Name: _____ **Date:** _____

Signature: _____

Children under 18

Print Name: _____ Age: _____

Print Name: _____ Age: _____

Print Name: _____ Age: _____

Print Name: _____ Age: _____

Print Name: _____ Age: _____

Print Name: _____ Age: _____

Print Name: _____ Age: _____