

**SOUTHERN KETTLE MORAINES HORSE TRAIL ASSOCIATION
RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT
FOR EQUINE ACTIVITIES AND OTHER ASSOCIATION EVENTS**

The undersigned Participant/Member/Spectator/Visitor/Guest, on his/her own behalf and as the Parent(s)/Legal Guardian(s) of a minor Participant (collectively "Participant"), for good and valuable consideration, agrees to the following terms and conditions of this Southern Kettle Moraine Horse Trail Association ("Association") Release, Waiver, Hold Harmless, and Indemnification Agreement ("Agreement"):

1. Assumption of Risk and Waiver: Participant understands and accepts the risks of engaging in Equine Activities (as defined below), while mounted or unmounted, as well as merely being near a horse, mule, or pony (collectively "equine"), include, but are in no way limited to: (i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them (i.e. jump, run, kick, buck, bolt, spin, rear up, strike, bite, etc.); (ii) The unpredictability of an equine's reaction to sounds (i.e. machinery, equipment, vehicles, doors, weather conditions, voices, animals, fireworks, guns, motors, etc.), sudden movement, and unfamiliar objects, persons, other animals (i.e. loose or contained dogs, wild and domestic animals, etc), or other things (i.e. poles, cones, flowers, mini-bikes, water, etc.); (iii) Certain hazards such as surface and subsurface conditions; (iv) Collisions with other equines or objects; and (v) The potential of a participant to act in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over the animal, or not acting within his or her ability.

Participant agrees that engaging in Equine Activities under this Agreement includes, but is in no way limited to, those defined in the Wisconsin Equine Activity Liability Act, as well as riding one's own or another's equine, petting, leading, feeding, watering, bathing, watching, transporting, or assisting with any of these activities, and otherwise interacting with or merely being in the vicinity of equines ("Equine Activities"). Participant understands the injuries, death, loss, and property damage that may result from the accepted risks of engaging in Equine Activities or just being near an equine, that equines are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Agreement are just a sampling and Participant is not relying on Released Parties (as defined below) to list all possible equine-related risks.

Participant further understands and accepts the risks of participating in Association unmounted activities including, but in no way limited to: trail clean up, campouts, cookouts, and other Association organized events. Participant therefore agrees to assume the risks and dangers inherent in the Association events and any Equine Activities, agrees to at all times to be responsible for Participant's personal safety, remain financially responsible for Participant's medical expenses, and waives Participant's right to any claims arising from participation in or observation of any Association events or Equine Activities, regardless of whether or not Participant's presence is related to equines or Equine Activities.

2. Release, Hold Harmless, Indemnification: Participant agrees to release, hold harmless, and indemnify the Association, and/or its members, directors, employees, volunteers, guests, visitors, invitees, independent contractors, and others acting on their behalf, (collectively "Released Parties") for any and all illness, injury, death, damage, and/or any and all other claims or losses of any kind or nature (collectively "Loss") incurred by Participant or third party, whether caused by Participant directly or indirectly, even if caused in whole or in part by the negligence or any other fault of the Released Parties, except willful and wanton misconduct.

3. Governing Law and Time Limitation: The Parties agree that this Agreement will be construed and enforced in accordance with the laws of the State of Wisconsin and all disputes relating to the interpretation and enforcement of this Agreement will be resolved exclusively by the State Court in Waukesha County, Wisconsin. The Parties hereto submit to this jurisdiction and venue for these purposes. Participant agrees that any claims for Loss of any kind by Participant against the Released Parties, must be brought within one (1) year of the date they accrue and any claim for personal property Loss is limited to \$500.00 (Five Hundred Dollars).

4. Attorneys' Fees: Participant agrees to reimburse Released Parties for any and all attorneys' fees and costs he/she/it incurs in enforcing the terms of this Agreement and/or in defending or prosecuting any claims or causes of action involving or in any way relating to Participant.

5. Participant Certification: Participant certifies that he/she has read this entire Agreement and understands, agrees, and intends on his/her own behalf, and on behalf of his/her minor Participant, spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein.

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.

Signature: _____
 Dated _____ Participant signing on own behalf
 Parent/Legal Guardian if Participant is a minor
 PRINTED NAME _____
 Address: _____
 Phone: _____ E-Mail _____
 Minor Participant's Name and Date of Birth: _____

_____ and as Add'l Parent/Legal Guardian if Participant is a minor
 PRINTED NAME _____
 Address: _____
 Phone: _____ E-Mail _____