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Friends of Governor Dodge-Equestrians

Liability Release and Express Assumption of Risk

Please Read Carefully. Each Participant Must Complete and Sign This Waiver

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print name), by this instrument, do hereby release and forever discharge Friends of Governor Dodge, its officers, members, agents, operators, sponsors, successors and assigns (collectively the 'Released Parties') from any and all liability and responsibility for personal injury, property damage, or wrongful death however caused, including but not limited to the negligence of any of the Released Parties whether passive or active, arising from or relating to any activity or event in which I or my guest or friend participate.

I understand there are INHERENT RISKS in and around equine activities. ('Equine' includes animals relating to or resembling a horse or the horse family, including ponies, mules, donkeys, etc)

\_\_\_\_\_(initial) These are dangers or conditions that are an integral part of equine activities, including but not limited to: the propensity of an equine to behave in ways that may result in injury or harm or the death of persons around the equine: including bucking, biting, kicking, rearing, shying, falling, or stepping on; the unpredictability of an equine’s reaction to such things as medications, sounds, sudden movements, unfamiliar objects, persons or other animals; hazards such as surface and subsurface ground conditions, collisions with other equines or objects; or the potential of another participant to not maintain control over the equine or to not act within the person’s ability, and /or act in a negligent manner.

\_\_\_\_\_(initial) I hereby personally assume all risks in connection with participating in this organization’s activities, and I understand and agree that none of the Released Parties may be held liable or responsible in any way for any occurrence on or at any FOGD-related event, which may result in harm, personal injury, property damage, wrongful death or other damage to me or my family, heirs, friends, guests or assigns that may occur as a result of participation by myself, my guest or friend or family in such activity or as the result of the negligence of any party, including the Released Parties, whether passive or active. I AGREE NOT TO SUE or make a claim against the Released Parties' negligence relating to or in conjunction with the Club activities and in the event, I shall prosecute any such claim, then I shall indemnify and hold the Released Parties harmless from any loss or liability there from, including costs and legal fees.

\_\_\_\_\_(initial) Prior to participating in any FOGD-related activities, I acknowledge that if I choose to participate in FOGD-related activities, that I alone am responsible for my own and any family, guests, friends, activities and that I cannot rely upon anyone to advise me of my own improper or unsafe procedures and practices participating on trail rides or any other event.

I agree to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, materials or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. This contract is non-assignable and non-transferable and is made and entered into the State of Wisconsin, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void.

WARNING: UNDER WISCONSIN LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR INJURY TO, OR THE DEATH OF, A PARTICPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES (WISCONSIN STAT 895.481(1)(E) and also STAT 895.525).

I ACKNOWLEDGE THAT I HAVE FULLY READ AND CONSIDERED ALL OF THE TERMS AND STATEMENTS CONTAINED IN THIS RELEASE, FULLY UNDERSTAND THE POTENTIAL DANGERS OF ANY EQUINE ACTIVITY AND AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT, AND THAT I UNDERSTAND AND AGREE THAT THE TERMS OF THIS DOCUMENT ARE CONTRACTUAL AND LEGALLY BINDING AND WILL PRECLUDE ME, MY HEIRS, SUCCESSORS, EXECUTORS OR ASSIGNS FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE-LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR PRODUCT LIABILITY. THIS DOCUMENT SHALL REMAIN IN FULL LEGAL FORCE AND EFFECT UNTIL REVOKED BY ME IN WRITING. I FURTHER STATE THAT I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK.

Executed this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_

I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature

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\*EMERGENCY CONTACT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_

* I give permission for Friends of Governor Dodge to use photographs of me (and any children listed above) in press releases and social media.