



SOUTHERN KETTLE MORAINE HORSE TRAIL ASSOCIATION

MEMBERSHIP APPLICATION

Rev 2/09/18

The SKMHTA is a social organization of horse enthusiasts interested in promotion, preservation, maintenance and improvement of horse trails and campgrounds in the Southern Kettle Moraine State Forest. The focus of the group is on building friendships with people who enjoy riding, driving, horse camping and potlucks as well as some trail and campground related work projects.

We meet monthly, visit our website at www.skmhta.com and join us on Facebook <https://www.facebook.com/groups/307242743426/> for events and locations.

What is the difference between SKMHTA Member Funds & Trail Pass? Trail Pass is used by DNR to maintain Trails throughout the State of Wisconsin. Your Trail pass is good at any state park or forest.

The SKMHTA Membership funds are used to enhance and maintain the trails only within the Southern Kettle Moraine Forest. Take a look at what we have accomplished!

- ✓ Upgraded the trail maps with more color coding and signage
- ✓ Installed 11 obstacle competitive trail course
- ✓ Installed electricity in 29 campsites at Horserider’s Campground, Palmyra
- ✓ Developed rest stop at Wilton Road in Eagle complete with tie rails, picnic tables, porta-potty & water
- ✓ Moraine Ridge Trail signage and connector development
- ✓ Electrification of the pavilion at Horserider’s Campground
- ✓ Developed fire pit and mounting blocks at Horserider’s Campground
- ✓ Monthly trail clean-ups

Memberships are on a calendar year basis and dues are as follows:

- \$25 Annual Dues for Family (People living under the same roof) - Due in January of each year. Any renewals throughout the year are \$25 regardless of when renewed. Any members not current (renewals) will be expected to pay full membership of \$25. (Officers included at \$25 per family.)

PARTICIPATION IN ALL EVENTS IS APPRECIATED. Please submit hours volunteered on trail projects to help with grant writing requirements. PLEASE PRINT CLEARLY!!!

Name(s): _____ Date _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Amount Enclosed: \$ _____ Indicate membership level – NEW / RENEWAL / OFFICER

I DO _____ or DO NOT _____ give SKMHTA permission to share my contact information with other SKMHTA members (information will only be shared with SKMHTA members & only with your permission)

Make check payable to SKMHTA and mail to:

Amy Muth, SKMHTA Treasurer
817 Andover Drive
Eagle, WI 53119

amuth@wi.rr.com

414-526-5954

**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 _____