

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Come Trot LLC, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "CMTR"), I hereby agree to release, indemnify, and discharge CMTR, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation horseback riding and instruction, horse drawn carriage rides and activities entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks may include but is not limited to:** exposure to and travel in rugged terrain, exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; exposure to temperature and weather extremes; losing control of your horse and falling; my own physical condition, and the physical exertion associated with this activity; major injuries are a risk as are sprains, strains, scratches, bruises, abrasions, cuts, lacerations, broken bones, fractures, musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; a horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse; horses may do such things as bite, kick, buck, lie down, or stumble; saddles may slip and other tack or saddle problems may develop as a result of normal use and wear; your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stump, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether manmade or natural; transmissible pathogen or disease; riding a horse requires the participant to balance on the saddle; saddle girths and saddle fasteners around horse's belly might loosen during a ride; if a rider notices this, he/she must alert the nearest guide or wrangler as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the horse; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a properly fitted and secured certified helmet while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CMTR from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of CMTR's equipment or facilities, **including any such claims which allege negligent acts or omissions of CMTR.**
4. Should CMTR or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against CMTR, I agree to do so solely in the state of Wisconsin, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. 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. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against CMTR on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at CMTR. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ DOB \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s) and DOB(s)) \_\_\_\_\_

\_\_\_\_\_ being permitted by CMTR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless CMTR from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s).

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_