

Liability Form

LIABILITY RELEASE FORM

For Horseback riding lessons, farm visits, recreational riding, Boarders, and volunteers

In exchange for participation in horseback riding, farm visits, volunteering, boarding horse, and/ or contact with any/all farm or otherwise household animals, organized by Promise Kept Therapeutic Riding Center, Inc., or Cheri Morton of 1183 205th St. Baldwin, WI 54002 and/or use of the property, facilities and services of Promise Kept Therapeutic Riding Center, Inc. or Cheri Morton and/or Terry and Carol McKinley, owners of the adjoining property ("the McKinleys"), I agree for myself and (if applicable) for the members of my family to the following:

- 1) I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Cheri Morton, the McKinleys or the employees, representatives, volunteers or agents of Promise Kept Therapeutic Riding Center, Inc.._____

- 2) I know, recognize and understand that animal behavior is inherently unpredictable and that there are certain inherent risks associated with horseback riding, farm visits, volunteering, boarding horses, or being around farm animals. **I assume full responsibility for personal injury to myself and (if applicable) my family members, or group members and further release and discharge Promise Kept Therapeutic Riding Center, Inc. and Cheri Morton for/from injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Promise Kept Therapeutic Riding Center, Inc., Cheri Morton, or the McKinleys, whether caused by myself, my family, Promise Kept Therapeutic Riding Center, Inc., Cheri Morton, the McKinleys, or other third parties.** _____

- 3) I agree to indemnify and defend Promise Kept Therapeutic Riding Center, Inc., Cheri Morton, and the McKinleys against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees, and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Promise Kept Therapeutic Riding Center, Inc., Cheri Morton's, and the McKinleys. I also, agree to pay for all damages to the facilities of Promise Kept Therapeutic Riding Center, Inc., the McKinleys, Cheri Morton's caused by my or my family's negligent reckless or willful actions.

4) I consent to the participation of myself_____and child(ren)_____ and/or group_____ in the activities of either or all the following: farm visit, tractor rides, horseback riding, boarding, volunteering, coming in contact with animals that could be dangerous and agree on behalf of the above persons to all the terms and conditions of this Agreement. By signing this LIABILITY RELEASE FORM, I represent that I have legal authority over and custody of said child/children.

IN EVENT OF INJURY:

5) In the event of injury to the above minor during the above described activities, I give my permission to Promise Kept Therapeutic Riding Center, Inc., Cheri Morton, the McKinleys, or to the employees, volunteers or representatives of Promise Kept Therapeutic Riding Center, Inc., Cheri Morton, and the McKinleys, to arrange for all necessary medical treatment for which I shall be financially responsible.

NAME: _____

DR: _____ PHONE: _____

Medical Insurance: _____

Allergies: _____

Medical conditions: _____

I hereby given permission to take have child transported to closest hospital in event of injury. _____

6) Furthermore, I understand that from time to time, photographs may be taken at Promise Kept Therapeutic Riding Center, Inc., and I hereby give permission to Promise Kept Therapeutic Riding Center, Inc., Cheri Morton to publish and use such photograph's for any lawful purpose. _____

7) Any legal or equitable claim that may arise from participation in the above shall be resolved under WI state Law.

All, references to Promise Kept Therapeutic Riding Center, Inc., Cheri Morton, the McKinleys includes associated professionals and volunteers, physicians, therapists, independent contractors, employees, volunteers, and board of Directors of Promise Kept Therapeutic Riding Center, Inc..

I HEARBY HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature: _____ **Date:** _____

Print Name, address: _____

Phone: _____ **Email address:** _____

WI State Warning: under Wisconsin State Law, an equine professional is not liable for an injury to, or death of, participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 895.525 PROVISIONS COMMON TO ACTIONS AND PROCEEDINGS IN ALL COURTS MISCELLANEOUS GERNAL PROVISIONS.