

ASSUMPTION OF LIABILITY, INDEMNIFICATION, AND RELEASE OF ALL CLAIMS AGREEMENT

Yellow Horse, LLC

NOTE: If this Agreement is being signed on behalf of a minor, it must be signed by a parent or legal guardian. This Agreement cannot be signed on a minor's behalf by a non-parental relative or other adult who has not been appointed the legal guardian of the minor by a court of competent jurisdiction. NO EXCEPTIONS CAN BE MADE TO THIS REQUIREMENT!

IN CONSIDERATION of allowing the undersigned to engage and participate in *equine activities*, as defined below, conducted or sponsored by Yellow Horse, LLC, its agents, officers and/or employees, the undersigned, for herself/himself, or on behalf of the undersigned minor, does agree as follows:

1. The undersigned acknowledges that *equine* means and includes donkeys, hinnies, horses, mules and ponies.

2. The undersigned acknowledges that *equine activities* means and includes the following:

- A. Shows, fairs, competitions, performances or parades that involve any breeds of equines and any equine disciplines, including combined training, competitive trail riding, cutting, dressage, driving, endurance trail riding, English or western performance riding, grand prix jumping, horse racing, hunter and jumper shows, hunting, polo, pulling, rodeos, 3-day events and western games.
- B. Equine training or teaching.
- C. Boarding of equines.
- D. Riding, inspecting or evaluating an equine belonging to another, regardless of whether the owner of the equine receives monetary or other consideration for the use of the equine or permits the riding, inspection or evaluation of the equine.

- E. Riding, training or driving an equine or being a passenger on an equine.
- F. Riding, training or driving a vehicle pulled by an equine or being a passenger on a vehicle pulled by an equine.
- G. Assisting in the medical treatment of an equine.
- H. Shoeing of an equine.
- I. Assisting a person participating in any of the above listed activities.

3. The undersigned recognizes that *equine activities* are inherently dangerous. For instance, equines possess a natural propensity to behave in ways that may result in injury, harm **or death** to persons, including but not limited to bucking, biting, kicking, rearing, shying, spooking, and falling. Additionally, an equine may react unpredictably to such things as sounds; sudden movements; unfamiliar objects; persons; other animals, both wild and domestic; medications; surface and subsurface ground conditions; collisions with other equines or objects; another participant not maintaining control over an equine; or for no readily apparent reason.

4. The undersigned also recognizes and acknowledges that the State of Wisconsin limits the liability of individuals, companies, corporations, partnerships, LLCs and other entities involved in or sponsoring *equine activities*, and requires that all *equine activity* contracts contain the following notice:

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.

5. ASSUMPTION OF LIABILITY. The undersigned assumes responsibility for all risks involved in or arising from the undersigned's participation in *equine activities* conducted or sponsored by Yellow Horse, LLC, its agents, officers and/or employees

6. RELEASE OF ALL CLAIMS. The undersigned, with full knowledge of the above mentioned and any other inherent risks which may be associated with *equine activities*, personally and/or on behalf of my minor child/ward named below, as well as my, his/her heirs and beneficiaries, hereby release and forever discharge Yellow Horse, LLC, its predecessors, assigns, and each of its past, present and future officers, directors, trustees, employees, members, agents, subsidiaries, affiliates, and representatives and Carissa Rivara, her agents, assigns, heirs and representatives from any and all claims, actions, suits, causes of action, damages, losses, liabilities, disputes and controversies of every nature and description, in law or in equity, whether discovered or accrued at any time (including the future), arising out of or otherwise related in any way to the undersigned's participation in said *equine activities*.

7. INDEMNIFICATION. The undersigned hereby agrees to indemnify, defend, save, and hold Yellow Horse, LLC, its predecessors, assigns, and each of its past, present and future officers, directors, trustees, employees, members, agents, subsidiaries, affiliates, and representatives, and Carissa Rivara, free, clear, and harmless from and against any and all liability, loss, damages, costs, expenses, including attorneys' fees, judgments, claims, liens, and demands of any kind whatsoever in connection with, arising out of, or by reason or in any way connected with the undersigned's participation in *equine activities*, or arising from any accident, injury,

or damage, howsoever and by whomsoever caused, to any person or property whatsoever, arising out of said *equine activities*.

8. The undersigned hereby agrees that this ASSUMPTION OF LIABILITY, INDEMNIFICATION, AND RELEASE OF ALL CLAIMS AGREEMENT shall remain valid and in full force and effect unless expressly revoked by the undersigned in writing. The undersigned agrees that if he/she revokes this Agreement, the undersigned will not thereafter engage in any *equine activities* conducted or sponsored by Yellow Horse, LLC, or Carissa Rivara.

This Agreement is effective as of _____
(date)

Equine Activities Participant

Parent/Guardian of *Equine Activities Participant*
[NOTE: If signed by a guardian, a certified copy of the Order of Appointment must be attached to this Agreement.]

Name of child/ward (printed)

Birth date of child/ward: _____

Initials

Authorization for Emergency Medical Treatment

In the event emergency medical aid/treatment is required due to illness or injury during the process of participating in *equine activities*, I hereby authorize Yellow Horse, LLC to:

1. Secure and retain medical treatment and transportation if needed.
2. Release *equine activity* participant's records upon request to the authorized individual or agency involved in the medical emergency treatment.

The medical treatment hereby authorized includes x-ray, surgery, hospitalization, medication and any treatment procedure deemed "life saving" by a health care professional. This provision will only be invoked in the event of a medical emergency where the undersigned is unable or unavailable to personally consent to said treatment.

Parent/Guardian telephone #: _____

Physician's name: _____

Physician's telephone #: _____

Preferred Medical Facility: _____

Health Insurance Co.: Policy #: _____

Date: _____

Equine Activities Participant

Parent/Guardian of *Equine Activities Participant*

[NOTE: If signed by a guardian, a certified copy of the Order of Appointment must be attached to this Agreement.]

Name of child/ward (printed)

Birth date of child/ward: _____

Initials

Non-Consent for Emergency Medical Treatment

I do not give my consent for emergency medical treatment/aid in the case of illness or injury while participating in *equine activities* being conducted or sponsored by Yellow Horse, LLC. In the event emergency treatment/aid is required, I wish the following procedures to take place:

Date: _____

Equine Activities Participant

Parent/Guardian of *Equine Activities* Participant

[NOTE: If signed by a guardian, a certified copy of the Order of Appointment must be attached to this Agreement.]

Telephone #: _____

Name of child/ward (printed)

Birth date of child/ward: _____

Initials

Photo Release/Copyright Assignment

I do:

I do not:

consent to and authorize the use and reproduction by Yellow Horse, LLC of any and all photographs, videos or any other audiovisual materials taken of me or my child/ward for any use whatsoever, including but not limited to promotional material, educational activities, exhibitions, or marketing. Additionally, I hereby assign any and all interest in copyright I or my child/ward may have in said photographs, videos or other audiovisual materials to Yellow Horse, LLC.

Date: _____

Equine Activities Participant

Parent/Guardian of *Equine Activities Participant*

Name of child/ward (printed)

Birth date of child/ward: _____