

# Agreement and Indemnification for Black Diamond Friesian Ranch

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between Ralinda L. Howard d/ b/a/Black Diamond Friesian Ranch, (Hereafter "BDFR"), Friesian Herd Experience (Hereafter "FHE") located at S78 W31155 Sugden Road, Mukwonago, WI and

NAME (hereafter "RIDER") \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

In case of Emergency contact \_\_\_\_\_

Emergency Contact Phone # \_\_\_\_\_

Rider (or his or her parent or legal guardian if the Rider is under the age of 18 years) does hereby execute this release, waiver and indemnification for him or herself, and Rider's heirs, successors and assigns. Rider acknowledges the inherent risks involved in riding and working around horses, which risks include bodily injury or death from using, riding or being in close proximity to horses, and further, that both horse and rider can be injured in normal use or in competition and schooling.

In consideration for the privilege of riding and working around horses at the BDFR facility, and FHE, the undersigned does hereby agree to hold harmless and indemnify and further release Ralinda L. Howard, BDFR, FHE or any of their agents, contractors or employees from any and all liability, loss, damages, costs, claims and/or clauses of action, including, without limitation, all bodily injuries, including death, and property damage arising out of the use of the BDFR facilities or horses.

Specifically, and without limiting the foregoing, the undersigned hereby releases, indemnifies, and holds harmless Ralinda L. Howard, BDFR, and FHE or any of their agents, contractors or employees from all such injuries or death resulting from their negligent acts or negligent failures to act including negligence in the selection, supervision, equipping, maintenance, and use of such horses and horseback riding facilities, and activities.

Rider further agrees as follows.

## 1. Rules and Regulations:

- a. ASTM/SEI approved hard hats must be worn at all times while riding.
- b. Children under the age of 15 must be accompanied by an adult at all times while riding,
- c. Tack owned or provided by Rider shall be labeled and kept in tack room.
- d. Black Diamond Friesian Ranch is not responsible for lost or stolen personal items.

## 2. Waiver of Liability/Wisconsin Equine Activity Liability Act.

**WARNING; UNDER WISCONSIN LAW, AN EQUINE ACTIVITY SPONSOR IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE**

**ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES THAT ARE OBVIOUS AND NECESSARY.**

Rider agrees to hold BDFR, FHE or Ralinda L. Howard harmless from any claim caused directly or indirectly by said horse, for the injury to or death of said horse, or the injury to or death of Rider or Rider's guests while on the BDRF premises beyond the provisions of the Equine Activity Liability Act. Rider agrees to pay any legal fees uncured by BDFR, FHE, or Ralinda L. Howard in defense of a claim resulting from damage by said horse or the Rider.

3. This agreement shall be governed by the laws of the State of Wisconsin.
4. The invalidity of any portion of this agreement shall not affect the validity of the remainder thereof.
5. The undersigned has carefully read this agreement and understands its contents.
6. This agreement shall continue in effect for the duration of time the undersigned utilizes the facilities and services of BDFR.

**IMPORTANT: ANY RIDER UNDER THE AGE OF 18 MUST HAVE THIS FORM SIGNED BY A PARENT OR GUARDIAN.**

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Rider

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Riders Parent or Guardian

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Date

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Signature of above

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Signature of above

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