

Pine Lake Pastures

Home of the Personal Ponies



## LIABILITY RELEASE FORM

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

In exchange for participation in horseback riding, farm visits, volunteering, horse boarding or leasing, and/or contact with any/all farm or otherwise household animals, organized by Pine Lake Pastures/Personal Ponies, or Cheri Morton of 1183 205<sup>th</sup> St. Baldwin, WI 54002 and/or use of the property, facilities and services of Pine Lake Pastures/Personal Ponies 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:

## Initial after each statement and sign bottom of document.

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 Pine Lake Pastures.\_\_\_\_\_

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 in contact with 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 PINE LAKE PASTURES, PERSONAL PONIES and Cheri Morton from injury, loss or damage arising out of myself or my family's use of or presence upon the facilities of PINE LAKE PASTURES or the McKinleys, whether caused by myself, my family, Personal Ponies, Pine Lake Pastures, Cheri Morton, the McKinleys, or other third parties.

<sup>3)</sup> I agree to indemnify and defend PINE LAKE PASTURES, Personal Ponies, 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 myself or my family's use of or presence upon the facilities of PINE LAKE PASTURES, Cheri Morton's facility, Personal Ponies, and the McKinleys. I also, agree to pay for all damages to the facilities of PINE LAKE PASTURES, the McKinleys, Personal Ponies, and Cheri Morton's facility caused by myself 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 visits, 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 PINE LAKE PASTURES, Cheri Morton, Personal Ponies, the McKinleys, or to the employees, volunteers or representatives of PINE LAKE PASTURES, 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 PINE LAKE PASTURES, and I hereby give permission to PINE LAKE PASTURES, Personal Ponies, and 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 PINE LAKE PASTURES, Personal Ponies, Cheri Morton, the McKinleys includes associated professionals and volunteers, physicians, therapists, independent contractors, employees, volunteers, and board of Directors of Personal Ponies.

## I HEREBY 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 COURNTS **MISCELLANEOUS GERNAL PROVISIONS.**