

Sun Fire Stables of Waterford, LLC

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East Troy, WI 53120

262-514-2797

www.sunfirestables.com

Jennifer Gaudes

Certified Instructor

262-210-7297

horseaholic73@hotmail.com



INDEMNITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned being of lawful age, or with the signature of the legal guardian for the undersigned, desires to ride and/or drive horses and participate in equestrian activities, and/or have a personally owned equine transported by Sun Fire Stables of Waterford, LLC - further listed and known as SFS. The undersigned acknowledges that there are dangers and **INHERENT RISKS** of injury both to individuals and animals in equestrian activities, but still desires to ride, drive, handle and/or have horse/s transported at or by SFS, and participate in these equestrian activities. If the undersigned is under the age of 18, a riding helmet is required to be properly fastened to the head of the rider or driver while mounted or in a horse drawn vehicle. Helmets are available by SFS and are encouraged to be properly worn by all ages. The undersigned, and anyone in affiliation of the undersigned is responsible for full and complete insurance coverage on his horse, personal property, and him or herself and agrees to abide by all SFS's rules and regulations.

THEREFORE, the undersigned for and in consideration for the opportunity to ride, drive, handle, and/or transport at SFS and participate in these equestrian activities and for other good and valuable considerations, does hereby forever release, acquit and forever discharge SFS, employees, agents and all persons, corporations, associations or partnerships from, any and all claims, actions, causes of action, demands, rights, damages, costs loss of service, expenses and compensation whatsoever which the undersigned may hereinafter incur on account of or in any way growing out of any and all known or unknown, foreseen or unforeseen, bodily and personal injuries and/or damage to property or animals or arising out of boarding, riding, driving or leasing at SFS or taking part in the equestrian activities at SFS. **Undersigned expressly assumes responsibility for all risk involved in or arising from his/her use of or presence upon SFS's property or facilities.**

FURTHER AND BY WAY OF INDEMNITY, the undersigned hereby expressly understands and agrees to indemnify, save harmless and **agrees not to sue** SFS owner Jennifer Gaudes, property owners Frank and Vivivan Gaudes, family members, employees and agents, officers, directors, successors, assigns, subsidiaries, franchisees, against any and all further claims or damages, costs or expenses incurred or in connection with SFS employees or agents as the result of any accident or injury which might occur while the undersigned is engaging in equestrian activities and which may result from the negligence of the undersigned, SFS employees or agents or third parties of any combination thereof. Undersigned agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, materials or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

THE UNDERSIGNED FURTHER DECLARES AND REPRESENTS that no promise, inducement or agreement not herein expressed has been made to the undersigned and that these releases and agreements contain the entire agreement between the parties hereto and that the terms of these releases and agreements are contractual and not a mere recital. This agreement cannot be modified orally, only in writing.

In accordance with the Wisconsin Law relating to the limitation of civil liability regarding equine activities: **"NOTICE: A person who is engaged for the 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"**

The undersigned and/or legal guardian for the undersigned has read the foregoing releases and agreements and fully understands it. This agreement is non-assignable and non-transferable and is made and entered into is legally binding, in accordance to the laws in Racine county in the state of Wisconsin.

**CAUTION: READ BEFORE SIGNING
I HAVE READ AND UNDERSTAND THIS AGREEMENT**

Signed, sealed and delivered this _____ day of _____, _____

SIGNATURE

SIGNATURE OF LEGAL GUARDIAN IF UNDER 18

PRINT SIGNATURE

WITNESS

ADDRESS

PHONE