

HARD HAT AGREEMENT AND LIABILITY RELEASE

I, the undersigned, being over 18 years of age, understand and agree that Showtime Farms, LLC’s rules require the wearing of an ASTM/SEI approved hard hat for any horseback rider jumping fences. I further understand and agree that either failing to wear protective headgear, or wearing protective headgear not ASTM/SEI approved while riding horses increases the risk of serious injury and/or death. Understanding these risks, I am directly, intentionally, and voluntarily electing to ride horses without protective headgear and/or without ASTM/SEI approved headgear under the terms of this Hard Hat Agreement and Liability Release (“Agreement”).

Initial _____

I, on my own behalf, and on behalf of my spouse, parents, other family members, heirs, agents, trustees, beneficiaries, guests, visitors, invitees, representatives, relatives, successors, and assigns (collectively “my Assigns”), agree to release and hold harmless Danielle Tekampe, Showtime Farms, LLC, Nell Tekampe Performance Horses, LLC, and their respective spouse, family, heirs, agents, trustees, beneficiaries, employees, working students, volunteers, independent contractors, guests, visitors, invitees, partners, members, managers, officers, directors, owners, lessors, lessees, licensors, licensees, or others acting on their behalf (collectively “Released Parties”), harmless for any illness, injury, death, damage, or other loss (collectively “Loss”) incurred by me, my Assigns, or others as a result of my not wearing protective headgear or wearing protective headgear not ASTM/SEI approved.

Initial _____

I, on my own behalf, and on behalf of my Assigns, agree to reimburse Released Parties for any and all attorneys' fees and costs incurred by them in enforcing the terms of this Agreement and/or in defending or prosecuting any claims or causes of action arising out of this Agreement.

Initial _____

This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. All disputes relating to the interpretation and enforcement of this Agreement shall be resolved exclusively by the state Court located in Kenosha County, Wisconsin. I, on my own behalf and on behalf of my Assigns, agree that any and all claims and/or causes of action for Loss must be brought within one (1) year of the date such Loss occurred and any claim for personal property Loss is limited to five hundred dollars (\$500.00).

Initial _____

I certify that I have read this entire Agreement, sign this Agreement voluntarily, understand that the signing of this Agreement is required for me to participate in horseback riding, know that I have other horse riding facilities elsewhere to choose from, and understand, agree, and intend to be bound by all of the terms and conditions contained herein.

Initial _____

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.

Date: _____ Signature: _____

Printed Name: _____

Address: _____

Phone/E-Mail: _____

Emergency Contact Name and Phone: _____