

## **PARTICIPANT AGREEMENT RELEASE AND ACKNOWLEDGEMENT OF RISK**

In consideration of the services of Transitions Equine, LLC, Karen Mahan, LCSW and Joe Fernandez, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “Transitions”), I hereby agree to release, indemnify, and discharge Transitions on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that horseback riding, caring for horses, and all therapeutic activities involving horses entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: loss of control, collisions, horses irrespective of their previous behavior and characteristics, may act or react unpredictably based upon instinct, fright, or lack of proper control by rider, latent or apparent defects or conditions in equipment, animals or property; acts of other participants in this activity, adverse weather conditions; contact with plants, insects, or animals; my own physical condition or my own acts of omissions, the condition of remote roads, trails, waterways, or terrain, and accidents connected with their use, first-aid, emergency treatment or other services rendered; consumption of food and drink.

Furthermore, Transitions facilitators have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Transitions from any and all claims, demands, or cause of action, which are in any way connected with my participation in this activity or my use of Transitions' equipment or facilities, including any such claims which allege negligent acts for omissions of Transitions.
4. Should Transitions or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage to myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume--and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.

5. **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 and 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.
6. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a Court of law to have waived my right to maintain a lawsuit against Transitions on the basis of any claim from which I have released them herein. I acknowledge I have received a copy of the attached Wisconsin Statute 895.481 Civil Liability Exception: Equine Activities.

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by these terms.**

Signature of Participant: \_\_\_\_\_

Print Name of Participant: \_\_\_\_\_

Address \_\_\_\_\_

Email Address \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_,  
(print minor's name) ("Minor") being permitted by Transitions to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Transitions from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

