

**RELEASE, WAIVER, HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY BEFORE SIGNING**

The undersigned, as a Participant/Spectator/Visitor/Independent Contractor/Volunteer (collectively “Participant”), on his/her own behalf and, if applicable, as the Parent/Legal Guardian of a minor Participant (minor included as “Participant”), for good and valuable consideration, agrees to the terms and conditions of this Release, Waiver, Hold Harmless, Defend, and Indemnification Agreement (“Release”):

1. Assumption of Risk and Waiver: Participant understands and accepts the risks of engaging in Equine Activities, while mounted or unmounted, as well as merely being near a horse or pony (collectively “equine”), including: (1) the propensity of an equine to behave in a way that may result in injury or death to a person on or near it (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (2) the unpredictability of an equine's reaction to a sound (ex.: doors opening and closing, snow and ice falling, rain, wind, thunder, voices, music, guns, etc.), movement or unfamiliar object (ex.: machinery, equipment, jumps, ground poles, cones, flowers, flags, golf carts, mini-bikes, whips, bats, construction material, etc.), person or animal (ex. leashed or unleashed dogs, wildlife, horses, etc.); (3) a collision with an object or another animal; (4) the potential for a person participating in an equine activity to act in a negligent manner, to fail to control the equine or to not act within his or her ability; and (5) natural hazards, including surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery or deep footing, etc.). Participant agrees that engaging in equine activities under this Release includes, but is in no way limited to, those defined in the Wisconsin Equine Activity Liability Act, as well as riding another’s equine, petting, grooming, leading, mounting, feeding, watching, transporting, and otherwise interacting with or merely being in the vicinity of equines (collectively “Equine Activities”). Participant understands the injuries, death, loss, and property damage that may result from the accepted risks of engaging in Equine Activities or just being near an equine, that equines are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Release are just a sampling and Participant is not relying on Released Parties to list all possible equine-related risks. Participant understands that Danielle (a/k/a Nell) Tekampe and Showtime Farms, LLC require the wearing of an ASTM/SEI-certified equestrian hard hat (“Hard Hat”) for any Participant jumping fences. Participant understands and agrees that failing to wear a Hard Hat while engaged in Equine Activities increases the risk of serious injury and/or death. Participant is not relying on Released Parties to provide a Hard Hat, check a Hard Hat or its harness strap for proper fitting, or monitor the wearing of a Hard Hat at any time now or in the future. Regardless of whether or not Participant is wearing a Hard Hat, Participant agrees, on his/her own behalf and on behalf of his/her minor Participant, that he/she understands and agrees to assume the risks and dangers inherent in Equine Activities, agrees to at all times to be responsible for Participant’s personal safety, to purchase and maintain Participant’s own health and liability insurance, remain financially responsible for Participant’s medical expenses, and waives Participant’s right to any claims arising from participation in or observation of any Equine Activities, riding an equine owned by Participant or someone else, whether on or off the property where the horse is stabled and/or transported to, being near an equine, or merely being present on real property where equines are present, regardless of whether Participant’s presence on such real property is related to equines or Equine Activities. The following shall be included as Released Parties under this Release: Danielle Tekampe, Showtime Farms, LLC, Nell Tekampe Performance Horses, LLC, and their respective spouse, family, heirs, agents, assigns, trustees, beneficiaries, employees, working students, volunteers, independent contractors, guests, visitors, invitees, members, managers, officers, directors, owners, lessors, lessees, licensors, licensees, or others acting on their behalf (collectively “Released Parties”).

2. Release, Hold Harmless, Defend and Indemnify, Photo Release: Participant agrees to release and hold harmless, defend and indemnify Released Parties for any illness, injury, death, damage, or other loss (collectively “Loss”) incurred by Participant or to his/her property even if such Loss is caused in whole or in part by negligence or other fault of Released Parties (except reckless or intentional misconduct). Participant grants permission for Released Parties to use Participant’s photograph and video depictions in any format.

3. Governing Law, Time Limitation, and Attorneys’ Fees: This Release 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 Release shall be resolved exclusively by the state court in Kenosha County, WI. Participant submits to the jurisdiction and venue of the Court for such purpose. Participant agrees that this Release does not expire. Participant agrees that any and all claims for Loss by Participant must be brought within one (1) year of the date accrued and any claim for personal property Loss is limited to \$500.00 (Five Hundred Dollars). Participant agrees to reimburse Released Parties for all attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Release and/or in defending or prosecuting any claims involving, or in any way relating to, Participant. Participant agrees to waive trial by jury in any action with Released Parties.

4. Severability, Modification: If any provision of this Release is deemed invalid or unenforceable, the remaining provisions shall be valid and enforceable to the fullest extent of the law. This Release can only be modified in writing signed by Participant and Danielle Tekampe.

5. Participant Certification: Participant certifies that he/she has read this entire Release and understands, agrees, and intends voluntarily on his/her own behalf, and on behalf of minor Participant, Participant’s parents, spouse, family members, heirs, agents, trustees, beneficiaries, guests, visitors, invitees, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein.

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: _____ Address: _____
Participant signing on my own behalf, **and**, if
applicable, on behalf of my minor child as a participant _____

Printed Name: _____ Phone: _____

Minor Participant Name and DOB: _____ E-Mail: _____

Emergency Contact Name and Phone: _____