

**TRAILERING AGREEMENT AND LIABILITY RELEASE**  
**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY BEFORE SIGNING**

The undersigned owner (“Owner”) enters into this Trailering Agreement and Liability Release (“Release”) for transporting Owner’s horse by Danielle Tekampe, Showtime Farms, LLC, Nell Tekampe Performance Horses, LLC and/or their respective agents and assigns (collectively “Tekampe”), and in exchange for reasonable consideration, the receipt of which is hereby acknowledged, Owner agrees to the following terms and conditions:

- 1. Transport:** Owner requests Tekampe transport Owner’s horse (if more than one, collectively referred to as “the horse”) from the horse’s current location to Owner’s requested destination, and return the horse to Owner’s designated location. This Release applies to the transport of any horse requested by Owner, or by anyone on Owner’s behalf, whether owned by Owner now or later, regardless of the purpose or distance of the transport. This Release supersedes all prior documents, agreements, and other prior statements regarding the horse’s transport.
- 2. Release/Hold Harmless/Defend/Indemnify/Photo Release:** Tekampe is responsible only for the actual transporting of the horse. Owner hereby releases Tekampe, the owner of the transport vehicle, the driver of the transport vehicle, 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”), for injuries to or death of the horse or the damage or loss of Owner’s or others’ property (collectively “Horse and Property Loss”) during transport and/or in the loading, unloading, or transporting (collectively “Transporting”) of the horse regardless of whether Released Parties assisted in the Transporting. Owner agrees to defend and indemnify Released Parties from and against any Horse and Property Loss directly or indirectly resulting from the negligence or other fault of Released Parties resulting from, arising out of, or in any way relating to Transporting the horse, except that resulting from reckless or intentional wrongdoing. This Release shall not expire and shall remain in full force and effect in perpetuity. Owner grants permission for Released Parties to use Owner’s photograph and video depictions in any format regarding Tekampe’s activities.
- 3. Risk of Loss:** Owner agrees Released Parties shall not be responsible for the horse’s behavior such as biting, kicking, goring, or smothering, or for Horse and Property Loss arising from the condition of the horse or which results from the horse’s behavior, which risks are assumed by Owner. Owner agrees to remain solely financially responsible for any damage caused to Tekampe’ truck and trailer resulting from Transporting the horse and to either repair any such damage within thirty (30) calendar days of its occurrence or reimburse Tekampe within thirty (30) calendar days of invoice for any such damage repairs made by Tekampe.
- 4. Warranties/Discretion to Refuse Transport:** Owner warrants the horse is fit and suitable for Transporting and not suffering from any communicable illness or other conditions harmful to itself, persons, or other horses. Tekampe retains sole decision making authority to refuse to Transport the horse for any reason whatsoever. Transportation service will not be performed where conditions of roadways, streets, alleys or premises over which vehicles must operate are such that, in Tekampe’ judgment, render it impractical or unsafe to operate or navigate and Tekampe shall be held harmless for any damage or loss resulting from such cancelled transportation.
- 5. Emergency Authorization:** Tekampe is authorized, but not obligated, to secure veterinary, farrier, transportation, and any other services required for the health, well-being, and/or other benefit of the horse. Owner remains responsible for the costs of all such services which shall be timely paid by Owner directly to the service provider.
- 6. Governing Law/Time Limitation/Attorneys’ Fees/Jury Waiver:** This Release shall be construed and enforced in accordance with Wisconsin law. All disputes relating to the interpretation and enforcement of this Release shall be resolved exclusively by the state court in Kenosha County, Wisconsin and Owner submits to the jurisdiction and venue of the Court for such purpose. Owner agrees that this Release does not expire, that any and all claims and/or causes of actions for Horse and Property Loss by Owner must be brought within one (1) year of the date accrued, waives trial by jury in any claim or suit against Released Parties, and any claim or suit for Horse and Property Loss is limited to \$500.00. Owner agrees to reimburse Released Parties for any attorneys' fees and costs incurred by Released Parties in enforcing this Release and/or in defending or prosecuting any claims or suits involving or relating to Owner.
- 7. 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 legally permitted. This Release can only be modified in writing signed by Owner and Danielle Tekampe.
- 8. Certification:** By signing below, Owner certifies that he/she has read and understands the terms of this Release, has the authority to enter into this Release, understands and agrees that he/she has alternative horse transportation options to choose from, and voluntarily agrees 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.**

Dated: \_\_\_\_\_ Owner’s Signature: \_\_\_\_\_

Owner’s Printed Name: \_\_\_\_\_

Owner’s Address: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

Emergency Contact Name and Phone Number: \_\_\_\_\_