



DANI GRICE CLINIC 2024
EQUINE ACTIVITY RELEASE AND ASSUMPTION OF LIABILITY



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) of the Wisconsin Statutes.

I, the undersigned Participant (and, if applicable, Parent or Guardian), have read and understand, and am voluntarily signing this Equine Activity Release and Assumption of Liability (this “**Release**”) in favor of Scenic River Farms, LLC, a Minnesota limited liability company (“**SRF**”), Horsepower Holdings, LLC, a Minnesota limited liability company d/b/a St. Croix Saddlery, their owners, employees, agents, officers, and third party trainers and instructors, as well as the owners, lessors and lessees of horses used or cared for by SRF, or located upon SRF’s premises, and Danielle Grice, individually (collectively, “**Operator**”). As used in this Release, the term “**horse**” includes horses, ponies, and all relevant equine-related species.

In consideration for the services and/or instruction provided by Operator and the privilege of being present upon the farm located at 1221 130th Ave., New Richmond, WI 54017 (the “**Farm**”), as well as using certain of Operator’s facilities, horses, tack, equipment and other personal property today and at any time in the future, only as permitted by Operator, I am signing this Release for myself and anyone who would otherwise have the right and/or power to sue on my account or behalf, and I agree as follows:

1. SCOPE. This Release will apply to all activities in which I am present upon the Farm, in which I handle, ride, or am near horses (whether or not belonging to Operator), or in which Operator handles, transports, or works with my horse, wherever such activities may occur (collectively, “**Equine Activities**”). This waiver of my rights to sue will remain valid unless expressly revoked by me. Any such revocation must be in writing and will not become effective until actually received by Operator.

2. EXPERIENCE. I will personally evaluate the condition of tack, equipment, and horses for suitability and safety purposes before handling and/or riding them. I will not participate in any Equine Activity unless I and/or my instructor have determined that I am capable of completing such action safely. I will in no way rely on any statements of Operator regarding any tack, equipment, or horses, or the safety of any Equine Activity.

3. RISKS INVOLVED. I understand that Equine Activities are potentially dangerous activities and involve both obvious and unidentified risks, which may cause property damage, human injuries, or death. I understand that there are certain inherent risks in Equine Activities, including, but not

limited to, the propensity of a horse to behave in a way that may result in injury or death to itself or a person on or near it, the unpredictability of a horse’s reaction to a sound, movement or unfamiliar object, person or animal, a collision with an object or another animal, the potential for a person participating in an Equine Activity to act in a negligent manner, to fail to control the horse or to not act within his or her ability, and natural hazards, including surface and subsurface conditions. I understand that the Farm and other riding areas may serve as a home to both domestic animals and wildlife, and I agree to assume the risks these animals may create, including, but not limited to, the risk that they may approach me, startle a horse, or dig holes in the ground where I or a horse may walk. My participation in Equine Activities is purely voluntary and I choose to participate and assume the risks.

4. HELMETS. I own or have access to a safety helmet approved for Equine Activities, and I know that wearing a helmet around horses may prevent or reduce the chances of head injuries or death. It is Operator’s policy that Participant must wear a helmet at all times while riding horses, and helmets are recommended during all Equine Activities. It is my responsibility to ensure that I wear a helmet, and if I choose not to wear one at any time, I assume all risks and acknowledge the increased dangers resulting from my choice.

5. INSURANCE. I have adequate insurance to cover any medical costs, fees, or expenses incurred if I or my invitees are injured, or if any horse in which I have an interest is injured or damaged. I hereby authorize - but do not obligate - Operator to seek and obtain necessary medical treatment for me (or my minor child, if applicable) in case of an emergency, and agree to indemnify and hold Operator harmless from all related costs and expenses.

6. RELEASE OF LIABILITY AND INDEMNIFICATION. I agree to indemnify, defend and hold harmless Operator and Operator’s heirs, ancestors, representatives and assigns from and against any and all liability, loss, damage, causes of action, claims, costs and expenses, including, but not limited to, any attorneys’ fees or medical expenses, that may arise directly or indirectly from my, my family members’ or my guests’ participation in Equine Activities, use of, proximity to, or presence upon the Farm, Operator’s facilities, equipment and other personal property, including, but not limited to, injuries to myself, another person or a horse, damage to personal property and equipment, and

death, unless resulting from greater than ordinary negligence on the part of Operator. **OPERATOR IS NOT RESPONSIBLE FOR ANY ACTS OF ORDINARY NEGLIGENCE, THE ACTS OF ANY TRESPASSER, INVITEE, OR OTHER UNRELATED PERSON, OR FOR INJURIES OR DAMAGES RESULTING FROM THE RISKS OF EQUINE ACTIVITIES, WHETHER OBVIOUS OR NOT.**

If a claim is made against Operator for any injury or damage allegedly attributable to my or my invitees' participation in Equine Activities, I will pay all attorney's fees and costs reasonably incurred by Operator to defend against such claim, and I will reimburse Operator for any judgment, expense or other damages incurred.

7. **SEVERABILITY.** The terms of this Release are to be enforced and interpreted under the laws of the State of Wisconsin, and are intended to be as broad and inclusive as

permitted by law. If any portion of this Release is held invalid, the balance of the Release will continue in full force and effect.

I UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT, AND BY SIGNING IT, I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHTS OF MYSELF, MY RELATIVES AND OTHERS TO SUE OPERATOR. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND I HAVE HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH OPERATOR AND MY OWN ADVISORS BEFORE SIGNING. I INTEND THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Adult Participant Printed Name

Birthdate

Minor Participant Printed Name(s)

Birthdate

Minor Participant Printed Name(s)

Birthdate

Consent and Release of Participant
(or Parent/Guardian for Minor Participant)

Date

Street Address

Telephone Number(s)

City, State, Zip

Emergency Contact

Telephone Number