

**AGREEMENT ON RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**This agreement is made by the Releasing party in favor of Morning Star Ranch/Ken/Christiana Gottschalk, hereinafter called "MSR/Gottschalk", and Terrell V./Paige J. Pollard, hereinafter called "Pollard."**

1. The undersigned acknowledge that from time to time the undersigned may be boarding and/or riding a horse on the MSR/Gottschalk premises, or will be in some way participating in horse activities at the MSR/Gottschalk premises. In some cases, the undersigned in an invitee/guest of the person riding and/or handling a horse at the MSR/Gottschalk premises.
2. The undersigned, by his/her signature, acknowledges that he/she is aware of the dangers and risk of injury inherent in equine activities and that the undersigned's participation in any such equine activities is done by him/her voluntarily and that he/she does not do so in reliance upon any property, equipment, facilities or special conditions otherwise furnished by MSR/Gottschalk or Pollard.
3. The undersigned, by his/her signature, assumes all risk of loss, damage or injury (including death) to the undersigned or to the undersigned's property, resulting from any accident, collision, injury, illness or other occurrences during any equine activity being conducted upon the premises. Therefore, the undersigned, by his/her signature, assumes the unavoidable risk inherent in any equine-related activities, including, but not limited to, bodily injury, death and physical harm to horse, rider and/or spectator.
4. The undersigned, by his/her signature hereto, releases, waives, discharges and covenants not to sue MSR/Gottschalk or Pollard, reference any loss, damage, claim or demand on account of injury to person, property, equine or resulting in the death of an equine activity participant and agrees to indemnify MSR/Gottschalk and Pollard from and against any such loss or damage.
5. The undersigned, by his/her signature hereto, acknowledges having read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement in its entirety, fully understands the terms and conditions thereof and understands that the undersigned, by signing this Agreement, may be giving up substantial rights.
6. **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.**
7. Indemnify. The undersigned, as Releasing party, agrees to indemnify MSR/Gottschalk and Pollard against any liability that might incur, due to an accident, collision, injury, illness or other occurrence happening to a minor child of the Releasing Party or for an invitee/guest of the Releasing Party who is a minor, and brought on the Martins property.

DATE: \_\_\_\_\_ 20 \_\_\_\_\_

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SIGNATURE OF RELEASING PARTY

\_\_\_\_\_  
PRINTED NAME OF RELEASING PARTY

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SIGNATURE OF RELEASING PARTY

\_\_\_\_\_  
PRINTED NAME OF RELEASING PARTY