

## PARTICIPATION WAIVER AND RELEASE AGREEMENT

A very important part of our mission is to provide loving care and safety for our horses and to prevent any direct threats to the health and safety of the individuals who ride and care for our horses. One of the most difficult parts of our job is matching riders to horses, in both weight and relative horse-back experience. To facilitate that endeavor, and to ensure everyone's safety and health, we have adopted the following weight policy relating to horseback riding.

- We have a weight limit of 225 pounds for those participating in horseback riding.
- A participant who appears to approach the weight limit of 225 pounds will be weighed on a calibrated physician's scale. In addition, any customer who appears to weigh 10-20 pounds more than the weight reported at registration will be weighed.
- Anyone weighing more than 225 pounds will not be allowed to ride our horses to ensure everyone's health and safety.
- Because we are asking participants in advance for their weight, if we determine that you have been untruthful regarding your weight, we will not be able to provide refunds for those who are not able to ride because of excessive weight.

As a participant at the HAWS Schallock Center for Animals, I acknowledge the potential risks equine related activities. (Under the Wisconsin Equine Activity Civil Liability Act [Wis. Stat. § 895.481], each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss or damage to person or property resulting from the equine activities.

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 Wis. Stat. § 895.481(1)(e).

Despite the foregoing, I believe that the possible benefits of horseback riding at HAWS are greater than the risks assumed. Consequently, I hereby, intending to be legally bound, on behalf of myself, my dependents, heirs, and assigns, executors or administrators, hereby release, discharge, indemnify and hold harmless HAWS, its agents, officers and directors from any and all claims, causes of actions or demands, of any nature or cause connected with my participation in activities at the HAWS Schallock Center for Animals, by this Participation Waiver and Release Agreement.

All participants and guests entering the HAWS Schallock Center for Animals premises understand that they will be in contact with animals, and assume the risk of injury, illness, and property damage, and I understand it is possible that I may be injured, become ill or incur property damage due to my presence at the HAWS Schallock Center for Animals. I also understand that I may be exposed to equine and/or other animal illness and disease and that it is also possible that I could indirectly expose other animals to such illness and disease.

I also give permission to HAWS to use photographs and video of me at HAWS Schallock Center for Animals or while riding HAWS horses in publicizing and promoting HAWS' work.

My signature on this Participation Waiver and Release Agreement attests to my intent to hold harmless and release from all liability HAWS, its agents, officers and directors for any and all injuries and or losses

I or my dependents may sustain, while present on HAWS' premises or the HAWS Schallock Center for Animals.

Signature of participant: \_\_\_\_\_ Date: \_\_\_\_\_

**HAWS Schallock Center for Animals Contact Information**

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

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

Email: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

Optional - Any additional information you'd like us to know in case of emergency:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Payment and Registration***

There will be a 30% administrative fee for cancellations made on or prior to two weeks before the start date of your program session. There will be no refunds or transfers given for cancellations made within two weeks of the start of your program session.