APPLETON EQUESTRIAN LIABILTY RELEASE WAIVER

PARTICIPANT ENTERING APPLETON EQUESTRIAN, LLC UNDERSTANDS THESE RISKS INHERENT IN EQUINE ACTIVITIES AND EXPRESSLY AGREES TO ASSUME EACH ONE OF THEM AND TO HOLD STABLE HARMLESS FROM THE CONSEQUENCES OF EACH OF THEM.

1. WAIVER AND RELEASE OF LIABILITY. In consideration of Appleton Equestrian, undertaking the boarding/ training/riding/showing under the terms of this Agreement, participant agrees to hold harmless, release, discharge, and not sue Juliana Hutchings, Ian Sebring, Stephanie George, Addie Hugelmeyer, Amanda Stout and/or Appleton Equestrian and their respective employees, agents, heirs, member, insurers, representatives, assigns, and others acting on their behalf from liability for any and all bodily injuries or damages that participant may sustain when on or near the stable’s premises, whether riding or near horses, caused in whole or in part by the ordinary negligence of Stable, its agents, employees, and/or assistants. The term “damages” means medical expenses; expenses incurred because of bodily injury or property damages, and/or personal property damages. Further, participant agrees to release, discharge and hold harmless Juliana Hutchings, Ian Sebring, and/or Appleton Equestrian and their respective employees, agents, heirs, members, insurers, representatives, assigns, and others acting on their behalf of and from all claims, demands, actions, omissions, rights of action, or causes of action (present or future), liabilities or obligations whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out participants injury or damage that may be sustained, or property damage, except if the injury or damage was caused by Stable’s gross negligence or wanton and willful misconduct.

### INDEMNIFICATION. Participant hereby agrees to indemnify and hold harmless Juliana Hutchings, Ian Sebring, and/or Appleton Equestrian and their respective employees, agents, heirs, members, insurers, representatives, assigns, and others action on their behalf against all damages sustained or suffered by any third person(s) [not parties to this Agreement, including, but not limited to, participant(s) relatives, guests, etc.] that directly result from the negligence or wrongful acts of participant(s) is/are at Appleton Equestrian, including any and all claims, damages, or injuries whatsoever. The indemnification shall also include reimbursement of Appleton Equestrian’s attorney’s fees.

# THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS LIABILITY RELEASE, AND AGREE TO BE FULLY BOUND BY ITS TERM AND INDEMNIFICATION AGREEMENT

###### Sign Below: Parent/Guardian must sign if participant is under 18 years.

# Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail\*\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_