

# Waukesha County 4-H Horse Association DISCLAIMER

OWNER AND EXHIBITOR INFORMATION (Effective Jan 1, 2023 — Dec 31, 2023)

Name of Exhibitor \_\_\_\_\_

Name of Owner \_\_\_\_\_

Address of Owner \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

In consideration of the opportunity to participate in the horse events for which this disclaimer is utilized and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned agrees to be solely responsible and liable for any and all claims, actions, and demands that may hereinafter accrue, for all injuries, losses and damages to me and others whether directly or indirectly incurred to include any contingent or derivative claims and any and all other claims without limitation which in any way arise from the presence, use or operation of any animal, vehicle, equipment, product or goods owned or exhibited by the undersigned at any horse event for which this disclaimer shall be utilized.

The undersigned hereby fully releases Waukesha County, Waukesha County Expo Center, Waukesha County 4-H Horse Association, Inc. and all other groups associated with the horse event for which this waiver will be used, from any and all claims, actions and demands whatsoever that now exist or hereinafter accrue, for all injuries, losses and damages to me or others including all claims, actions and demands based upon matters unknown as well as known and unanticipated as well as anticipated whether directly or indirectly incurred to include contingent or derivative claims as well as any other claims, which, without limitation, in any way arise from the presence, use or operation of any animal, vehicle, equipment, product or goods owned or exhibited by me at any horse event for which this disclaimer is used. This release applies to any and all heirs, personal representatives, associates, employees, servants, agents, insurers or assignees of the parties released above.

The parties that sign this Release stipulate and agree to the adequacy of the consideration described herein.

The undersigned agrees to defend, indemnify and hold harmless the persons being released as set forth above from any and all liability, actions, causes of actions, claims and demands and any costs and fees which may be incurred by persons released in defense of a claim which arises by virtue of the undersigned's presence, use or operation of any animal, vehicle, equipment, product or goods owned or exhibited by the undersigned.

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.

The undersigned declares and represents that no promise, inducement or agreement not expressed has been made and that this waiver is contractual and not a mere recital.

SIGNED \_\_\_\_\_ Date \_\_\_\_\_

SIGNED \_\_\_\_\_ Date \_\_\_\_\_

Owner and/or exhibitor must sign. If owner and/or exhibitor are minors, parent/guardian must sign.