



Howdy!

Welcome to our stables! We are delighted to have you, but please be sure to follow our ground rules:

1. Treat all animals (including humans) with **respect** and **kindness**.
2. **Clean up** before you leave.
3. **Do not** use other people's property without asking.

Enjoy your time at Whistler's!

- Lauren and Alissa

RELEASE AND WAIVER OF LIABILITY AGREEMENT

WHEREAS, Whistler's Run, LLC ("Whistler's Run") is the owner of real property located at 5678 Morrison Road, De Pere, WI 54115 ("Premises"), and is willing to permit the undersigned adult and/or minor, by and through his or her parent or legal guardian ("Releasor"), access to and use of the Premises for the purpose of riding and/or observing equines or the Premises in general (the "Equine Activities"), upon the terms and conditions of this Release and Waiver of Liability Agreement ("Agreement"). In consideration for being granted access to and use of the Premises, the Releasor hereby stipulates and agrees:

1. Use of Premises. Releasor understands and agrees that Releasor may only use the Premises for the purposes set forth in this Agreement. Releasor further agrees that Releasor is responsible for the proper use and care of Whistler's Run's property on the Premises, and that Releasor will be liable for the replacement cost of any Whistler's Run property which is damaged, destroyed or lost as a result of any intentional or unintentional act or failure to act which, directly or indirectly, results in such damage, destruction or loss. Releasor also agrees to clean up and restore the Premises after Releasor is done using the Premises as permitted in this Agreement and to restore that portion of the Premises used or occupied by the Releasor to the same condition in which it was prior to Releasor's presence. Releasor understands that Whistler's Run may, in its sole and absolute discretion refuse to grant or revoke Releasor's entry to the Premises for any reason or no reason at all at any time.

2. Assumption of Risk. Releasor understands and acknowledges that the activities that take place on the Premises may be dangerous and may involve the risk that Releasor will sustain serious injury, temporary or permanent disability, death, and/or property damage. Releasor further understands that there are inherent risks associated with Equine Activities which include, but are not limited to, (1) the propensity of equines to behave in potentially harmful ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, or falling; (2) the unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons or other animals; (3) collisions between an equine and a person or other animal; and (4) hazards such as surface and subsurface conditions. Releasor understands that the activities that take place on the Premises may not be supervised and that Whistler's Run does not provide medical services. Releasor further acknowledges that any injury Releasor may sustain while on the Premises may be compounded by negligent or delayed medical service. **RELEASOR VOLUNTARILY AND FREELY ASSUMES ALL RISKS AND DANGERS THAT MAY OCCUR ARISING OUT OF OR RELATED TO RELEASOR'S USE OF AND PRESENCE ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE,**

3. Release from Liability. Releasor hereby agrees, on behalf of Releasor, Releasor's heirs, personal representatives and trustees, to fully and forever discharge and release Whistler's Run and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives ("Released Parties") from any and all claims Releasor may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses, losses (economic or non-economic) and/or causes of action, now known or hereinafter known, attributable or relating in any manner to Releasor's entry upon, use of, and presence on the Premises, whether caused by the negligence of any one, or more, of the Released Parties or by any other reason.

4. WARNING: Under Wisconsin Law, A participant in a recreational activity engaged in on premises owned or leased by a person who offers facilities to the general public for participation in recreational activities accepts the risks inherent in the recreational activity of which the ordinary prudent person is or should be aware.

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 being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities, as defined in Section 895.481(1)(e) of the Wisconsin Statutes.

5. Covenant Not to Sue. Releasor further agrees on behalf of Releasor, Releasor's heirs, personal representatives and trustees, not to sue the Released Parties or initiate or assist in the prosecution of any losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including attorneys' fees) and costs of any kind against the Released Parties which Releasor or Releasor's heirs, personal representative and trustees may have as a result of any personal injury, death or property damage Releasor may sustain while on or using the Premises.

6. Indemnification. Releasor hereby agrees to defend, indemnify and hold harmless Whistler's Run and the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of Releasor's use of, or presence on, the Premises or Releasor's participation in any activities on the Premises.

7. Responsibility for Personal Property. Releasor further acknowledges and agrees that Releasor is fully and solely responsible for any of Releasor's property and personal belongings that Releasor brings onto the Premises and that Whistler's Run will not be responsible for or provide any security for Releasor's property and personal belongings.

8. No Representations by Whistler's Run. Releasor acknowledges that Whistler's Run makes no representation as to the condition of the Premises or the safety of any structures or equipment that may be used by Releasor, or others, on the Premises. Releasor accepts and shall use the Premises in its "AS IS WHERE IS" condition. Releasor acknowledges and agrees that Releasor is not relying upon any representation or statement by any Released Party or any of the Released Parties' employees, agents, or representatives regarding this Agreement or the Premises, except to the extent such representations are expressly set forth in this Agreement.

9. Grant of License. Releasor acknowledges that Whistler's Run may collect images, photographs, and videos of individuals, including Releasor, present on the Premises. Releasor hereby grants to Whistler's Run the non-exclusive, perpetual, royalty-free, worldwide, irrevocable, fully paid, sub-licensable (through multiple tiers), and transferable right, license, and permission (but not the obligation), in all forms and media, whether now known or not currently known, to use, adapt, reproduce, distribute, edit, exhibit, publicly display, publicly perform, publish and copyright Releasor's photograph, video, or any other depiction involving said Releasor, Releasor's equine(s), Releasor's equipment, and/or Releasor's Guests (the "Image"), for marketing, advertising, and any lawful purpose whatsoever. Releasor hereby waives any right Releasor may have to inspect or approve the Image and waive and releases any claims or causes of action Releasor may have against Whistler's Run for any damages, costs, or liabilities related to, or arising out of, Whistler's Run's use of the Image.

10. Parent or Legal Guardian. If the Releasor is entering into this Agreement on behalf of a minor, Releasor hereby warrants and represents that Releasor has the legal capacity and authority to act on behalf of said minor and to legally bind said minor to this Agreement.

11. Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Wisconsin. Releasor agrees that any action arising out of this Agreement must be brought exclusively in the Circuit Court of Brown County, Wisconsin.

12. Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of Whistler's Run. The failure of Whistler's Run to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of Whistler's Run's right to enforce such provision or any other provision of this Agreement thereafter.

13. Survival. Any provision of this Agreement providing for performance by either party after termination of this Agreement shall survive such termination and shall continue to be effective and enforceable.

14. Compliance with Laws. In the performance of the terms of this Agreement and use of the Premises, Releasor shall be subject to and comply with all applicable federal, state, regional and local laws, rules and regulations.

15. Severability. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

16. Entire Agreement; Modification; Binding Effect. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the parties. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND/OR ON BEHALF OF THE MINOR INDICATED BELOW, IF ANY, AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

Releasor/Parent/Legal Guardian Signature: _____

Print Name: _____ Date: _____

Name of Minor (if applicable): _____ Relationship to Minor: _____

Whistler's Run Representative: _____

