



**BEAMING INC.
RELEASE OF LIABILITY AGREEMENT
VOLUNTEER**

I, _____, hereinafter referred as VOLUNTEER, in return for the use, today and on all future dates of the property, facilities and services of KK Quarter Horses, LLC.; Katie L. Samuelson Klundt, Henry M. Klundt, Kayla M. Minschmidt, and Hanks Paynes Point Inc.; BEAMING, Inc.; and instructors, volunteers, Board of Directors, and any and all persons associated with BEAMING, Inc., hereinafter referred as MANAGER, I (VOLUNTEER) hereby agree as follows:

(Capitals indicate terms that will be defined either at the head or at the end of the agreement.)

1. VOLUNTEER agrees that when permitted by Wisconsin law, this agreement will be applicable to VOLUNTEER's heirs, successor, assigns and representatives.
2. MANAGER acknowledges that this Release of Liability does not include intentional behavior from part of MANAGER or MANAGER's employees, agents or representatives.
3. VOLUNTEER acknowledges that this form is a Release of Liability, which is separated from any other contract that VOLUNTEER may have or may execute with MANAGER.
4. VOLUNTEER agrees that not signing a Release of Liability may be a ground for refusal to be admitted and use of the FACILITIES or to participate in the ACTIVITIES of MANAGER. VOLUNTEER also agrees that by signing this form, VOLUNTEER is waiving any past, present or future right to negotiate a different Release of Liability form with respect to these ACTIVITIES.
5. **In case that VOLUNTEER desires to modify the Release of Liability form**, VOLUNTEER should communicate it to the President of MANAGER. VOLUNTEER shall do this before attempting to enter the FACILITIES or taking part on the ACTIVITIES.
6. This document can only be modified in writing and signed by both the President of MANAGER and VOLUNTEER.
7. VOLUNTEER agrees to have read the following notice, which is included according to s. 895.481(5) of the Wisconsin Statutes: **Wis. Stat. 895.481(4)...**
"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."
8. VOLUNTEER acknowledges there are inherent risks with these ACTIVITIES, and hereby expressly assumes all risks associated with participating in such ACTIVITIES. The inherent risks include, but are not limited to, the propensity of EQUINES to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them.
9. VOLUNTEER acknowledges that EQUINES are unpredictable and subject to animal whim and that when frightened, angry or under stress, EQUINES may behave in unforeseen manners. For this reason, VOLUNTEER should not carry objects that may fall and/or may produce noises that could scare an EQUINE. VOLUNTEER assumes full responsibility for all risks in connection with ACTIVITIES performed within the FACILITIES, and expressly waives any claims for any injury, loss, and/or damage arising from the participation of VOLUNTEER in these ACTIVITIES. This waiver is with respect to MANAGER and MANAGER's employees, agents, heirs, representatives, family members, assigns, affiliated persons and others acting on MANAGER's behalf.
10. VOLUNTEER acknowledges that MANAGER and MANAGER's employees, agents, heirs, representatives, family members, assigns, affiliated persons, and others acting on MANAGER's behalf cannot be held responsible for any total or partial act, such as occurrences or ELEMENTS OF NATURE, outside of the control of MANAGER, that may affect an EQUINE causing it to react in some unsafe manner.
11. VOLUNTEER agrees to abide by and follow MANAGER's rules and regulations, which shall be posted and/or available from time to time. VOLUNTEER also acknowledges that the behavior of any animal is contingent to some extent upon the ability of the handler and than once mounting and taking up the reins of an EQUINE, VOLUNTEER is in primary control. VOLUNTEER agrees to be fully responsible for VOLUNTEER's own safety and that of any other person that may accompany or be close to VOLUNTEER while in control of an EQUINE within the FACILITIES.
12. VOLUNTEER agrees to assume responsibility when handling an EQUINE while providing assistance to another person.
13. VOLUNTEER acknowledges that a full and fair disclosure of VOLUNTEER's abilities has been made to MANAGER. VOLUNTEER waives any responsibility resulting from lack of disclosure of any circumstance known or that should have been known that may impede or limit the performance of VOLUNTEER.
14. **In case that VOLUNTEER be a female and pregnant**, VOLUNTEER assumes full responsibility for the safety of any unborn child and releases MANAGER and MANAGER's employees, agents, heirs, representatives, family members, assigns, affiliated persons, and others acting on MANAGER's behalf against any injury or death that is sustained or suffered by the unborn child while performing any ACTIVITIES within the FACILITIES.
15. VOLUNTEER is advised to wear properly fitted and secured HELMET every time riding. **IN CASE THAT VOLUNTEER IS UNDER THE AGE OF 18, VOLUNTEER SHALL ALWAYS WEAR A HELMET WHEN RIDING.** MANAGER assumes no responsibility in providing VOLUNTEER with an appropriate HELMET, to check the condition of any HELMET or helmet strap used by VOLUNTEER or any other person, nor to monitor the compliance with these requirements at any time neither now nor in the future. VOLUNTEER assumes any and all responsibility for the decision to wear or not to wear a HELMET.
16. VOLUNTEER acknowledges that it is a requirement to participate in the ACTIVITIES within the FACILITIES to wear APPROPRIATE RIDING SHOES.

17. VOLUNTEER understands that it is VOLUNTEER's duty to immediately inform MANAGER or any MANAGER's employee of any concern or issue with respect to any EQUINE or the EQUINE's equipment as soon as this concern or issue is known by VOLUNTEER. VOLUNTEER acknowledges that the lack of disclosure of these issues or concerns releases MANAGER and MANAGER's employees, agents, heirs, representatives, family members, assigns, affiliated persons, and others acting on MANAGER's behalf from any and claims

Release of Liability

for personal injury or property damage resulting from taking part in ACTIVITIES within the FACILITIES.

- 18. VOLUNTEER expressly releases MANAGER and MANAGER's employees, successors, agents, heirs, representatives, family members, assigns, affiliated persons, and others acting on MANAGER's behalf from any and all claims for personal injury or property damage resulting from participation of VOLUNTEER in the ACTIVITIES of MANAGER.
- 19. VOLUNTEER agrees to hold harmless, indemnify and defend MANAGER and MANAGER's employees, agents, affiliated persons, and others acting on MANAGER's behalf from any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with VOLUNTEER's participation in the ACTIVITIES of MANAGER.
- 20. VOLUNTEER agrees that should emergency medical treatment be required, VOLUNTEER or VOLUNTEER's accident/medical insurance company shall pay for all such incurred expenses.
- 21. VOLUNTEER acknowledges that no oral representations or other agreements not herein expressed have been made to VOLUNTEER, that this Release of Liability constitutes a complete understanding and that the terms of this Release of Liability are contractual.
- 22. VOLUNTEER accepts that this Release of Liability is governed and should be interpreted under Wisconsin law and that this agreement is intended to be as broad and inclusive as Wisconsin law permits. Should any part of this document conflict with Wisconsin law, only that part will be nil and void and the rest shall stay in effect. VOLUNTEER also accepts that any disputes that arise from the application or interpretation of this Release of Liability should be resolved by a Federal or State court of proper jurisdiction located in Wisconsin. VOLUNTEER, therefore, agrees that the legal jurisdiction for this contract will be the State of Wisconsin.
- 23. VOLUNTEER agrees to pay any attorney's fees and court costs that may be incurred by VOLUNTEER's breach.
- 24. VOLUNTEER represents that VOLUNTEER:
 - Is at or over 18 years of age;
 - Is of sound mind, and not suffering from shock or under the influence of alcohol, drugs or intoxicants;
 - Has fully read this Release of Liability and understands it;
 - Understands that signing this Release of Liability represents the waiver of any right to sue due to injuries or death according to what is expressed on this agreement;
 - Has given complete, truthful and accurate information.

DEFINITIONS:

ACTIVITIES: Refers, but it is not limited to, training, teaching, riding, inspecting, and evaluating an EQUINE. Riding, training or driving a vehicle pulled by an EQUINE. Assisting in the medical treatment of an EQUINE. Shoeing of an EQUINE. Riding as a passenger of an EQUINE. Assisting a person participating in any of these activities. Being for some other reason in the proximity of an EQUINE. Any other duty performed by VOLUNTEER regarding Beaming Inc.

APPROPRIATE RIDING SHOES: Refers to shoes that have heels. This definition excludes tennis shoes or any other type of shoe that has no heels. This definition also excludes any type of shoe which heels exceed the appropriate size to be used with stirrups. MANAGER recommends the use of shoes which were made with the exclusive purpose of riding EQUINES.

FACILITIES: Refers to the horse stables and any other area where the activities of Beaming Inc. take place.

ELEMENTS OF NATURE: Includes, but is not limited to, thunder, lightning, rain, wind, water, wild and domestic animals (which includes other EQUINES, insects and reptiles), irregular footing on out-of-door groomed or wild land. Land is subject to constant change in conditions according to weather, temperature, and natural and man-made changes in landscape.

EQUINE: Includes, but it is not limited to, donkeys, hinny, horses, mules and ponies.

HELMET: Refers to any certified protective equestrian headgear. In this contract, helmet does not include any kind of helmet or hard hat not designed to be used while riding an EQUINE.

President of MANAGER

_____ VOLUNTEER

_____ SIGNATURE OF PARENT OR GUARDIAN (WHEN VOLUNTEER IS A MINOR)

_____ DATE