



NOTICE OF LIMITATION OF LIABILITY
TO INDIVIDUALS CONSIDERING PARTICIPATING IN
HORSE RELATED RECREATION

Horses are amazing creatures. Their intelligence, emotion and spirit have fascinated people for thousands of years. Horses are great companions and helpers for people. We founded Spur of the Moment Ranch to bring horses and people together. We dedicate ourselves to making that experience enjoyable and life-changing.

There are risks in riding and interacting with horses. Horses are domestic animals. But the qualities which make them enduringly adorable and fascinating also bring with them an element of risk. We have always found the rewards, emotional and recreational, far outweigh the risks. And we believe that training, patience and prudence avoid almost all problems. We do want to be sure all of our guests are aware of the risks posed by horses and horse related activities.

Where animals are involved, it is possible to manage and reduce the risk of injury. But it is not possible to eliminate risk. For that reason, the State of Wisconsin has adopted laws which limit the liability of businesses' like Spur of the Moment Ranch. We want to be sure our customers are aware of those laws. Customers should not participate in our recreational activities if they are uncomfortable with the limitations on our liability resulting from the law.

As required by the Wisconsin law, the following notice is given:

"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."

ACKNOWLEDGEMENT

By signing my name below, I agree that I have been given this “NOTICE OF LIMITATION OF LIABILITY TO INDIVIDUALS CONSIDERING PARTICIPATING IN HORSE RELATED RECREATION.” I have been asked to read the entire Notice by Spur of the Moment Ranch. I have had the chance to ask questions about the Notice. I have asked Spur of the Moment Ranch to allow me to participate in horse-related recreation. The Notice has informed me that there are risks associated with horse-related recreation. I have decided that the benefits to me of participating in the horse-related recreation outweighs the risks. I agree that Spur of the Moment Ranch is immune from liability to the extent provided by Wisconsin Law.

I HAVE READ THIS NOTICE. I AM SIGNING FREELY AND VOLUNTARILY. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE I CANNOT SUE OR RECOVER DAMAGES FROM SPUR OF THE MOMENT IF I AM INJURED WHILE PARTICIPATING IN EQUINE ACTIVITIES.

Print Name

Customer Signature

(Parent & Minor Signature Required)

Date

Witness:

Here is the text of the Wisconsin law:

Section 895.481 Civil liability exemption; equine activities.

(l) In this section:

(a) "Equine" means a donkey, hinny, horse, mule or pony.

(b) "Equine activity" means any of the following:

1. Shows, fairs, competitions, performances or parades that involve any breeds of equines and any equine disciplines, including combined training, competitive trail riding, cutting, dressage, driving, endurance trail riding, English or western performance riding, grand prix jumping, horse racing, hunter and jumper shows, hunting, polo, pulling, rodeos, 3-day events and western games.

2. Equine training or teaching.

3. Boarding of equines.

4. Riding, inspecting or evaluating an equine belonging to another, regardless of whether the owner of the equine receives monetary or other consideration for the use of the equine or permits the riding, inspection or evaluation of the equine.

5. Riding, training or driving an equine or being a passenger on an equine.

5d. Equine-assisted learning.

5r. Equine-assisted psychotherapy.

6. Riding, training or driving a vehicle pulled by an equine or being a passenger on a vehicle pulled by an equine.

7. Assisting in the medical treatment of an equine.

8. Shoeing of an equine.

9. Assisting a person participating in an activity listed in subds. 1. to 8.

(c) "Equine activity sponsor" means a person, whether operating for profit or nonprofit, who organizes or provides the facilities for an equine activity, including owners or operators of arenas, clubs, fairs, schools, stables and therapeutic riding programs.

(d) "Equine professional" means a person 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.

(e) "Inherent risk of equine activities" means a danger or condition that is an integral part of equine activities, including all of the following:

1. The propensity of an equine to behave in a way that may result in injury or death to a person on or near it.

2. The unpredictability of an equine's reaction to a sound, movement or unfamiliar object, person or animal.

3. A collision with an object or another animal.

4. The potential for a person participating in an equine activity to act in a negligent manner, to fail to control the equine or to not act within his or her ability.

5. Natural hazards, including surface and subsurface conditions.

(f) "Property" means real property and buildings, structures and improvements on the real property.

(g) "Spectator" means a person who attends or watches an equine activity but does not participate in the equine activity or perform any act or omission related to the equine activity that contributes to the injury or death of a participant in the equine activity.

(2) Except as provided in subs. (3) and (6), a person, including an equine activity sponsor or an equine professional, is immune from civil liability for acts or omissions related to his or her participation in equine activities if a person participating in the equine activity is injured or killed as the result of an inherent risk of equine activities.

(3) The immunity under sub. (2) does not apply if the person seeking immunity does any of the following:

(a) Provides equipment or tack that he or she knew or should have known was faulty and the faulty equipment or tack causes the injury or death.

(b) Provides an equine to a person and fails to make a reasonable effort to determine the ability of the person to engage safely in an equine activity or to safely manage the particular equine provided based on the person's representations of his or her ability.

(c) Fails to conspicuously post warning signs of a dangerous inconspicuous condition known to him or her on the property that he or she owns, leases, rents or is otherwise in lawful control of or possession.

(d) Acts in a willful or wanton disregard for the safety of the person.

(e) Intentionally causes the injury or death.

(3m) A person whose only involvement in an equine activity is as a spectator shall not be considered to be participating in the equine activity.

(4) Every equine professional shall post and maintain signs in a clearly visible location on or near stables, corrals or arenas owned, operated or controlled by the equine professional. The signs shall be white with black lettering, each letter a minimum of one inch in height, and shall contain the following notice: "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 (l) (e) of the Wisconsin Statutes."

(5) If an equine professional uses a written contract for the rental of equines or equine equipment or tack or for the instruction of a person in the riding, driving or being a passenger upon an equine, the contract shall contain the notice set forth in sub. (4) in clearly readable bold print of not less than the same size as the print used in the remainder of the contract.

(6) This section does not limit the liability of a person under any applicable products liability laws.

(7) This section does not limit the immunity created under s. 895.52.



Scouting America

ASI ATV Safety Course - - GENERAL RELEASE WAIVER & INDEMNIFICATION AGREEMENT

IMPORTANT INFORMATION - YOU MUST READ THIS WAIVER & INDEMNIFICATION AND SIGN THE INCLUDED REPORT PRIOR TO CLASS

In consideration for the ATV Safety Institute ("ASI"), the Specialty Vehicle Institute of America ("SVIA"), the training sponsor, the owner of the training ATV and premises upon which training occurs, including each of their affiliates, subsidiaries, members, employees, officers, coaches, instructors, aides, and/or agents (the "Released Parties"), furnishing services, equipment, and/or curriculum and permitting the undersigned to participate in this ATV Safety Course (the "Course"), the undersigned Participant agrees to all of the following:

Participation in the Course requires physical stamina, motor coordination, and mental alertness. I hereby attest that I have no known physical or mental limitations and have not used any form of alcohol, or prescription or non-prescription drugs that could impair my performance in the Course. Participants under 18 years of age must have this form signed by a parent or guardian IN PERSON at the training location, or this form must be NOTARIZED.

I fully understand and acknowledge that (a) this Agreement is intended to be as broad and inclusive as permitted by the laws of the State in which the Course is conducted; (b) if any portion of this Agreement is for any reason held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; and (c) I have had the opportunity to ask any questions about this Agreement and I fully understand its terms and meaning.

READ CAREFULLY: THIS IS A GENERAL RELEASE, WAIVER, ASSUMPTION OF RISK AND COVENANT NOT TO SUE

I fully understand and agree that: (a) there are **DANGERS AND RISKS OF INJURY, DAMAGE, OR DEATH** that exist in my participation in the Course and use of ATVs and ATV equipment ("ATV Activities"); (b) my participation in the Course and ATV Activities may result in injury or illness including, but not limited to, **BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, AND DEATH**; (c) these risks and dangers may be caused by negligence of Released Parties, other Course participants, or others, and may arise from foreseeable or unforeseeable causes; and (d) by participating in the Course and ATV Activities, **I, on behalf of myself, my personal representatives and my heirs, hereby knowingly and voluntarily assume all risks and all responsibility, and agree to release the Released Parties for any injuries, losses and/or damages**, including those caused solely or in part by negligence of the Released Parties or any other person. If I have brought an ATV or helmet to use in the Course, this Agreement applies to any damage that occurs to or from my ATV or helmet during the Course.

I fully understand and agree that, on behalf of myself, my personal representatives and my heirs, I hereby covenant not to sue, and am relinquishing any and all rights I now have or may have in the future to sue the Released Parties for any and all injury, damage, or death, whether known or unknown, that I may suffer arising from the Course, or from ATV riding or its equipment, including claims based on the Released Parties' negligence.

I HAVE READ THIS AGREEMENT AND BY SIGNING THE ATTACHED SIGNATURE PAGE I AGREE TO THE ABOVE TERMS, AND TO ASSUME ALL RISKS AND RELEASE THE ABOVE-NAMED RELEASED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

READ CAREFULLY: THIS IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Released Parties from any and all claims, suits, or causes of action by any third parties, including Released Parties or other Course participants, for bodily injury, property damage, or other damages that may arise out of my use of ATVs and ATV equipment or my participation in the Course, including claims arising from the negligence of Released Parties, other Course participants, or any other party.

I HAVE READ THIS AGREEMENT AND, BY SIGNING THE ATTACHED SIGNATURE PAGE, I AGREE TO THE ABOVE TERMS, AND TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ABOVE-NAMED RELEASED PARTIES ARISING FROM MY PARTICIPATION IN THE COURSE.

Scouting America ASI ATV Course Report Form

☐ TRADITIONAL RIDERCOURSE ☐ S-COURSE ☐ ADJUSTED RANGE USED

CLASS # _____ CLASS DATE _____ SITE # _____ STATE _____ # STUDENTS COMPLETED _____

IMPORTANT INFORMATION – YOU MUST READ AND SIGN THIS WAIVER & INDEMNIFICATION PRIOR TO CLASS

I have read and agree with the ATV SAFETY COURSE --GENERAL RELEASE, WAIVER & INDEMNIFICATION AGREEMENT. I certify the information entered below is true.

Student Signature: _____

Last Name: _____ First: _____ MI: _____ Date of Birth: ____/____/____
(Please print) (Required)

Address: _____ City: _____ State: _____ ZIP: _____

Parent Phone: () _____ Parent Email: _____ Sex: M ☐ F ☐

Council #: _____ Council Name: _____

INSTRUCTOR
USE ONLY

☐

Completed

☐

Training
Incomplete

e-Course
Certificate # _____

I have read and agree with the ATV SAFETY COURSE --GENERAL RELEASE, WAIVER & INDEMNIFICATION AGREEMENT. I certify the information entered below is true.

Student Signature: _____

Last Name: _____ First: _____ MI: _____ Date of Birth: ____/____/____
(Please print) (Required)

Address: _____ City: _____ State: _____ ZIP: _____

Parent Phone: () _____ Parent Email: _____ Sex: M ☐ F ☐

Council #: _____ Council Name: _____

INSTRUCTOR
USE ONLY

☐

Completed

☐

Training
Incomplete

e-Course
Certificate # _____

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Student Signature: _____

Last Name: _____ First: _____ MI: _____ Date of Birth: ____/____/____
(Please print) (Required)

Address: _____ City: _____ State: _____ ZIP: _____

Parent Phone: () _____ Parent Email: _____ Sex: M ☐ F ☐

Council #: _____ Council Name: _____

INSTRUCTOR
USE ONLY

☐

Completed

☐

Training
Incomplete

e-Course
Certificate # _____

I have read and agree with the ATV SAFETY COURSE --GENERAL RELEASE, WAIVER & INDEMNIFICATION AGREEMENT. I certify the information entered below is true.

Student Signature: _____

Last Name: _____ First: _____ MI: _____ Date of Birth: ____/____/____
(Please print) (Required)

Address: _____ City: _____ State: _____ ZIP: _____

Parent Phone: () _____ Parent Email: _____ Sex: M ☐ F ☐

Council #: _____ Council Name: _____

INSTRUCTOR
USE ONLY

☐

Completed

☐

Training
Incomplete

e-Course
Certificate # _____

Email, or FAX this form to ASI by the first Monday following the class date.

I certify that, to the best of my knowledge, the students listed on this report as "Completed", have completed the ATV RiderCourse according to the current standards established by the ATV Safety Institute while riding the correct size vehicle for their age.

INSTRUCTOR SIGNATURE: _____ Instructor ID#: _____ Date: _____

Hrs Worked: _____ Incident (circle one): YES NO (If YES, please include Incident Form)

Fax to (800) 528-9385 or email to RCR@SVIA.ORG.

Scouting America ASI ATV Course Report Form

☐ TRADITIONAL RIDERCOURSE ☐ S-COURSE ☐ ADJUSTED RANGE USED

INSTRUCTOR ID# _____

IMPORTANT INFORMATION – YOU MUST READ AND SIGN THIS WAIVER & INDEMNIFICATION PRIOR TO CLASS

I have read and agree with the ATV SAFETY COURSE --GENERAL RELEASE, WAIVER & INDEMNIFICATION AGREEMENT. I certify the information entered below is true.

Last Name: _____ First: _____ MI: _____ Date of Birth: ____/____/____
(Please print) (Required)

Address: _____ City: _____ State: _____ ZIP: _____

Parent Phone: () _____ Parent Email: _____ Sex: M ☐ F ☐

Council #: _____ Council Name: _____

Student Signature: _____

INSTRUCTOR
USE ONLY

☐

Completed

☐

Training
Incomplete

e-Course
Certificate # _____

I have read and agree with the ATV SAFETY COURSE --GENERAL RELEASE, WAIVER & INDEMNIFICATION AGREEMENT. I certify the information entered below is true.

Last Name: _____ First: _____ MI: _____ Date of Birth: ____/____/____
(Please print) (Required)

Address: _____ City: _____ State: _____ ZIP: _____

Parent Phone: () _____ Parent Email: _____ Sex: M ☐ F ☐

Council #: _____ Council Name: _____

Student Signature: _____

INSTRUCTOR
USE ONLY

☐

Completed

☐

Training
Incomplete

e-Course
Certificate # _____

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Last Name: _____ First: _____ MI: _____ Date of Birth: ____/____/____
(Please print) (Required)

Address: _____ City: _____ State: _____ ZIP: _____

Parent Phone: () _____ Parent Email: _____ Sex: M ☐ F ☐

Council #: _____ Council Name: _____

Student Signature: _____

INSTRUCTOR
USE ONLY

☐

Completed

☐

Training
Incomplete

e-Course
Certificate # _____

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Last Name: _____ First: _____ MI: _____ Date of Birth: ____/____/____
(Please print) (Required)

Address: _____ City: _____ State: _____ ZIP: _____

Parent Phone: () _____ Parent Email: _____ Sex: M ☐ F ☐

Council #: _____ Council Name: _____

Student Signature: _____

INSTRUCTOR
USE ONLY

☐

Completed

☐

Training
Incomplete

e-Course
Certificate # _____



Bay-Lakes Council Camps Cowboy Action Shooting Program Participation Permission and Hold Harmless Agreement

Bay-Lakes Council may be conducting a Scout cowboy action shooting program on one or more of its camp properties. In this program participants will shoot a rifle, pistol, and shotgun under the supervision of an NRA Range Safety Officer and NRA Certified Instructors. Participants will be required to wear eye protection and hearing protection at all times while on the range. Participants must abide by all safety rules and instructions of the Range Safety Officer(s) and rifle, pistol, and shotgun instructor(s).

For Minor Participants:

I, the undersigned, give my child/ward, _____, permission to participate in this program. I understand that participation in the activity involves a certain degree of risk. I have carefully considered the risk involved and have given consent for my child to participate in the activity. I understand that participation in the activity is entirely voluntary and requires participants to abide by the rules and standards of conduct. I release the Boy Scouts of America, Bay-Lakes Council, the activity coordinators, all employees and volunteers, related parties, or other organizations associated with this activity from any and all claims arising out of this participation.

For Adult Participants:

I, _____, the undersigned, understand that participation in the activity involves a certain degree of risk. I have carefully considered the risk involved and have freely chosen to participate in the activity. I understand that participation in the activity is entirely voluntary and requires participants to abide by the rules and standards of conduct. I release the Boy Scouts of America, Bay-Lakes Council, the activity coordinators, all employees and volunteers, related parties, or other organizations associated with this activity from any and all claims arising out of this participation.

For the safety of myself or my child (or another minor for whom I serve as their legal guardian), my child and I, or if I am an adult participant, only I, agree that I, or he/she, will do the following or I, or he/she will be removed from the program.

1. Complete a range safety briefing.
2. Wear all safety gear at all times while on the range.
3. Follow all safety rules provided in the briefing.
4. Follow the instructions of the Range Safety Officer(s) and rifle, pistol, and shotgun instructor(s)
5. Do not handle the firearms until instructed to do so by the instructor(s).
6. The participant is 14 years of age, or 13 and has completed the Eighth Grade, as of the start of the program and will be in full compliance with all local, state and federal guidelines, including age restrictions and original equipment.

Participant Signature:_____. Date:_____.

Parent/Legal Guardian Signature:_____. Date:_____.

Parent/Legal Guardian Printed Name:_____.

Phone of Parent/Legal Guardian:_____. Email Address:_____.

Please submit one of this form per participant



ADVENTURE
BEYOND THE EXPECTED