

**WAIVER, AGREEMENT, ASSUMPTION OF RISK,
AND LIABILITY RELEASE – Michigan**

READ CAREFULLY BEFORE SIGNING

I agree to this Waiver, Agreement, Assumption of Risk and Liability Release (hereafter, "Agreement") with **Rose Creek Horse Adventures** who is/are an individual(s) **(X) a corporation or LLC** (hereafter referred to as "**Stable**") as a condition for his/her/its/their allowing me and the persons identified below (if any), to do any or all of the following at any time and at any location: enter Stable's premises, land, facilities, barns, arenas, paddocks, pastures and surrounding land; be near horses, ponies, mules, or donkeys (hereafter, "equines"), work with, handle, ride, drive, and/or receive instruction or guidance related to riding, driving, handling and/or working with equines. (All of these activities, individually and collectively, will be referred to as "**The Activities**" throughout this Agreement.)

NAME (please print clearly): _____

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): _____

ADDRESS: _____

PHONE: [HOME] _____ [Work] _____ [Cell/Other] _____

To the fullest extent allowed by law, I also make this agreement on behalf of the following who is/are my **child/children** or legal ward(s):

1. _____ AGE: ____ 2. _____ AGE: ____
Date of Birth: _____ Date of Birth: _____

All parts of this Agreement apply to me and each of the children or legal wards listed above. [We will collectively call ourselves "I", "me" or "my" throughout this Agreement.]

IT IS AGREED AS FOLLOWS:

1. Consideration/Binding Effect Today and in the Future. I am signing this Agreement in consideration for being allowed to engage in any and or all of the Activities now and in the future. I understand that although I am signing this Agreement today, I also intend for this Agreement to be valid and binding at all times, now and in the future, when Stable permits me (directly or indirectly) to engage in any or all of the Activities at any times and at any location.

2. Risks. I understand that anyone riding, driving, handling, working with or even near an equine at any location can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do these and other things without warning. I also understand that all equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people, equines, and other animals. Trail horses, no matter how experienced or well-trained, are highly reactive animals that, if frightened, can take off at high rates of speed with no warning, injuring, or even killing the rider.

I also understand that riding, driving, handling, working with, or even being near an equine can expose me to numerous hazards, which could include, for example: the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar

objects, persons, or other animals; certain hazards such as surface or subsurface conditions on the land where The Activities take place; and/or collisions with other equines, animals, or objects.

I understand that saddles or bridles may loosen or break- all of which may cause the rider to fall or be jolted. I understand the potential of a participant acting in a negligent manner may contribute to injury of the participant or others, such as failing to maintain control over the equine.

CONDITIONS OF NATURE: Stable is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or otherwise react in some unsafe way. SOME EXAMPLES ARE: thunder, lightning, rain, wind, wild and domestic animals, or insects which may walk, run, fly near, bite and/or sting a horse or person. Further, Stable is not responsible for irregular or obstructed footing on groomed or wild land (including indoor or outdoor arenas, pens, or pastures) which is subject to constant change in condition according to use, weather, temperature, maintenance (or lack thereof) and natural and man-made changes in landscape. Further still, Stable is not responsible for activities engaged in by others such as, but not limited to, hunters (shooting guns, for example), or vehicle drivers or occupants (honking horns, yelling, or throwing objects to scare a horse, for example).

I understand these risks are inherent in equine-related activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned in this Agreement. I am NOT relying on the Stable to list all possible equine-related risks in this Agreement or any time, now or in the future.

INITIAL HERE: _____ **3. WAIVER AND LIABILITY RELEASE:** As consideration for being allowed to engage in any and all of The Activities, now and in the future and at any location, I, on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/ren or legal wards agree to each of the following: (a) Stable and its respective officers, directors, members, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, and others acting on their behalf (hereinafter referred to collectively as “The Released Parties”) shall not be liable for any losses, injuries, or damages that I may sustain as a result of engaging in any of The Activities at any time or at any location; and (b) I fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) against the Released Parties whether the claims are known, unknown, anticipated or unanticipated, and whether caused by their ordinary negligence, a violation of a state Equine Activity Liability Act, or other legal liability resulting from or arising out of my/our engaging in The Activities at any time and at any location. The term “damages” in this Agreement means, for example, medical expenses, any and all claims or losses because of bodily injuries, mental/emotional injuries, or property damages, death, expenses, and/or personal property damages. This Agreement is intended to apply and be binding regardless of whether I am riding, driving, handling or near equines. (In accordance with Michigan law, however, we are not releasing The Released Parties, from loss, injury, or damage that is caused by gross negligence or willful and wanton misconduct on part of The Released Parties.)

WARNING

Under the Michigan Equine Activity Liability Act [1994 P.A. 351]. An equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE WAIVER, AGREEMENT AND LIABILITY RELEASE IN THIS AGREEMENT IS A WAIVER BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 1984 P.A. 351. BY SIGNING THIS WAIVER, AGREEMENT AND LIABILITY RELEASE, I AGREE NOT TO BRING ANY CLAIM OR SUIT AGAINST THE RELEASED PARTIES UNDER ANY EXCEPTION IN THAT LAW. IN PARTICULAR, I AGREE NOT TO BRING A CLAIM OR SUIT FOR: (1) FAULTY TACK OR

EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY HELMET OR HEADGEAR PROVIDED BY THE STABLE; (2) FAILURE TO MAKE REASONABLE AND PRUDENT EFFORTS TO DETERMINE AN EQUINE PARTICIPANT'S ABILITY TO SAFELY MANAGE AN EQUINE; (3) A DANGEROUS LATENT CONDITION OF ANY PART OF THE LAND; AND/OR (4) ANY ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE BY THE RELEASED PARTIES (EXCEPT IF THE LOSS, INJURY, OR DAMAGE IS CAUSED BY THE RELEASED PARTIES' GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT).

INITIAL HERE: _____ **4. INDEMNIFICATION:** To the fullest extent permitted by law, I also agree to indemnify and hold harmless **The Released Parties** against any and all claims, demands, actions, liabilities, losses, or suit that are brought against **The Released Parties** (or either of them) which are in any way connected with my participation in any of **the Activities** at any time and at any location, including claims that allege acts or omissions of **The Released Parties** that are negligent or in violation of a state Equine Activity Liability Act. This indemnification shall also include reimbursement of reasonable attorney fees incurred by **The Released Parties**.

5. ASTM/SEI HELMETS/HEADGEAR: I understand that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear that is designed for use when riding, driving, handling, or near equines. I agree that if Stable provides a helmet for me, I agree to inspect the helmet and strap to determine if its in working order and assume all responsibility for the proper fit and proper use of said helmet while participating in The Activities, including any and all injuries and damages resulting from my use of the helmet during my participation in The Activities. **I further agree that if I fail to provide and wear my own protective headgear or refuse to wear a helmet provided by Stable, I may be denied the right to participate in The Activities.**

6. EMERGENCIES: Person(s) to Contact in Case of Emergency:
Name: _____ Phone: _____ Relationship: _____

7. Michigan law applies to this Agreement, and I agree that this Agreement shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void but the remainder shall stay in full force and effect. This Agreement can only be modified in writing and signed by me and Amanda Sumerix (on behalf of **Stable**). I agree to pay any attorney fees and costs of **The Released Parties** (or either of them) to enforce this Agreement, and I agree to indemnify and hold harmless **The Released Parties** for such fees and costs.

INITIAL HERE: _____ **8. MEDIA RELEASE:** I hereby consent to and authorize the use and reproduction by Stable, or anyone authorized by Stable, of any and all photographs, digital images, videotapes, and other recordings of myself for use by Stable, its employees, officers and agents for promotional purposes. I consent to and authorize Stable or anyone authorized by Stable, to copyright and/or use, reuse and/or publish, republish all photographs, digital images, videotapes and other recordings of me in conjunction with my own name. I also give permission for these photographs, digital images, videotapes, and other recordings to be used in their entirety and/or edited versions as deemed necessary by Stable (to include usage of images on Stable websites/social media sites). I understand that these photographs, digital images, videotapes, and other recordings may be used for marketing purposes (including web and television) by Stable. I have read the foregoing release, authorization and agreement, before initialing above, and warrant that I fully understand the contents thereof.

9. ALSO, I REPRESENT (please check and initial each box below):

I AM AT OR OVER 18 YEARS OF AGE;

I AM OF SOUND MIND AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTND THIS AGREEMENT;

I HAVE READ THIS ENTIRE AGREEMENT (ALL FOUR PAGES), AND I FULLY UNDERSTAND IT;

I AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATION OR STATEMENT MADE BY STABLE REGARDING THIS AGREEMENT, OR ITS TERMS, OTHER THAN WHAT IS SET FOURTH IN THIS AGREEMENT;

THE RIDER HAS NO MEDICAL PROBLEM THAT COULD BE AFFECTED BY HORSEBACK RIDING OR, IN THE ALTERNATIVE, THE RIDER ASSUMES ANY RISK ASSOCIATED WITH THE RIDER’S MEDICAL CONDITION;

I INTEND FOR THIS AGREEMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY DAMAGED BY PARTICIPATION OF MYSELF AND/OR MY MINOR CHILDREN IN ANY OF THE ACTIVITES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO BRING A LAWSUIT AGAINST ANY OR ALL OF THE RELEASED PARTIES; AND

ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

By signing this Agreement, I understand I am giving up any right I have to sue or make a claim against the Stable for any injuries I might sustain and that I am indemnifying and holding harmless the Stable for injuring anyone else or any equine or property while so engaged in the activity. It is my intent to give up those rights and I do so knowingly and voluntarily.

SIGNATURE: _____

PRINT NAME HERE: _____ **DATE:** _____

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/Other Parent):

_____ DATE: _____

PRINT NAME HERE: _____ DATE: _____

**ACCEPTED BY:
“STABLE” REPRESENTATIVE**

SIGNATURE: _____ DATE: _____