

Horse N Around Stables, Inc.

This document applies to BOTH Locations: 5833 Spears Rd, Pinckney, MI – AND – 12891 Trist Road, Grass Lake, 49240

WAIVER, AGREEMENT AND LIABILITY RELEASE

READ CAREFULLY BEFORE SIGNING

I agree to this Waiver, Agreement and Liability Release (hereafter, "Agreement") with **HORSE N AROUND STABLES, INC.**, a Michigan corporation (hereafter, "Stable"), as a condition for its allowing me and the persons identified below to do any or all of the following at any time and at any location:

- enter and be on any part of the property, facilities, trails, barns, mounting areas, arenas, roads, riding areas, and surrounding land where Stable may operate, *even* if this property is *not* at Stable's own facility in Pinckney or Grass Lake, Michigan (these properties, regardless of location, will hereafter be referred to as the "Stable Property")
- allow me to ride, be near, or handle horses, ponies, or mules (hereafter, "equines") on or off of the Stable Property;
- proceed on a trail ride or lesson on or off the Stable Property on an equine and guided by a representative of Stable;
- use tack or equipment that Stable provides on the equine that I ride or handle; and/or
- receive instruction or guidance involving riding, handling, working with, or being near equines at any location.

All of these activities, individually and collectively, will be referred to as "The Activities" in this Agreement.

NAME OF CONTRACTING PARTY: _____

ADDRESS: Street Number/Name: _____ City _____ State _____ Zip _____

PHONE: _____ E-MAIL: _____

To the fullest extent allowed by law, I also make this Agreement on behalf my child/ren or legal ward(s) below:

1. _____ AGE: _____ 2. _____ AGE: _____
 Child's Date of Birth: _____ Child's Date of Birth: _____

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

IT IS HEREBY AGREED AS FOLLOWS:

1. **Consideration/Binding Effect Now and in the Future.** I am signing this Agreement in consideration for being allowed to engage in any or all of The Activities now and in the future. I understand that even though I am signing this Agreement today, this Agreement is intended 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 time and at any location.

2. **Risks.** I understand that anyone who is riding, handling, working with, or even near an equine 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, bolt, 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 inflicting injury, are powerful and have the potential to be dangerous to people, equines, and other animals that are around them.

I am aware that Stable regularly checks cinches on its equines ("cinches" are straps that fasten saddles around the equine's belly), but cinches can potentially loosen during a ride, even when been fastened properly.

Further, I understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people, equines, and other animals around them. I understand that riding, handling, working with, or even being near an equine anywhere 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 or near the Stable Property and/or land where any of The Activities may take place; and/or collisions with other equines, animals, or objects. ***I understand these risks and dangers that are inherent in The Activities, and I agree to assume all of them. I also understand that these are just some risks, and I agree to assume other risks not mentioned above. I am NOT relying on Stable to list all possible risks involving The Activities in this Agreement or at any time in the future.***

COVID-19. Stable does not provide masks, disinfectants, or sanitizers. I am responsible for providing them if needed.

INITIAL HERE: _____ **3. WAIVER AND LIABILITY RELEASE:** As consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, and as consideration for the possible use of a safety helmet provided by Stable, and to the fullest extent allowed under Michigan law, I (on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/ren or legal wards, if any) **agree to each of the following:**

(a) Horse N Around Stables, Inc., Sherri Richardson, Jeffrey Wilson, and their respective officers, directors, employees, agents, assigns, heirs, affiliated persons, representatives and others acting on their behalf (hereafter collectively referred to as "The Released Parties") **shall not be liable** for any damages that I (and/or my minor child/ren or legal wards, if any) may sustain now or in the future as a result of engaging in any of The Activities at any time and at any location; and

(b) I/we 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, violation of the Michigan Equine Activity Liability Act, or other legal liability resulting from or arising out of my/our engaging in any of 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, property damages, death, and/or personal property damages. This Agreement is intended to apply and be valid and binding regardless of whether or not I am riding, handling, working with, or even near an equine. (In accordance with Michigan law, we are not releasing The Released Parties from loss, injury, or damage that is directly caused by gross negligence or willful or wanton misconduct on part of any of The Released Parties.)

WARNING

Under the Michigan Equine Activity Liability Act, 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 UNDERSTOOD AND AGREED THAT THIS AGREEMENT IS A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, MCL 691.1661, et seq. BY SIGNING THIS AGREEMENT, I AGREE NOT TO BRING ANY CLAIM OR SUIT AGAINST ANY OF 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; (2) FAILURE TO MAKE REASONABLE AND PRUDENT EFFORTS TO DETERMINE AN EQUINE ACTIVITY PARTICIPANT'S ABILITY TO SAFELY MANAGE AN EQUINE; (3) A DANGEROUS LATENT CONDITION OF ANY PART OF THE LAND/ STABLE PROPERTY; AND/OR (4) ANY ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE BY ANY OF THE RELEASED PARTIES. (IN ACCORDANCE WITH MICHIGAN LAW, I AM NOT RELEASING THE RELEASED PARTIES FROM LOSS, INJURY, OR DAMAGE THAT IS DIRECTLY CAUSED BY GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT ON PART OF ANY OF THE RELEASED PARTIES.)

INITIAL HERE: _____ **4. INDEMNIFICATION.** To the fullest extent permitted by law, I also agree to indemnify and hold harmless The Released Parties against all claims, demands, or lawsuits that are brought against any of The Released Parties by any third person(s) ["third persons" are people who are not parties to this Agreement, including, *but not limited to*, other persons on or near the Stable Property or property where The Activities take place, my relatives, guests, etc.]. I also agree to indemnify and hold harmless The Released Parties against all claims, demands, or lawsuits that are brought against any of The Released Parties by my minor child/children that are in any way connected with my/our participation in The Activities, including claims that allege acts or omissions by The Released Parties that are negligent, wrongful, and/or violate an Equine Activity Liability Act. This indemnification shall also include reimbursement of The Released Parties' reasonable attorney fees.

5. ASTM/SEI Headgear. I agree to be responsible for my own safety at all times. If requested, Stable will lend me an ASTM-standard/SEI-certified protective equestrian helmet designed for use when riding equines. For minors (age 17 and under) who ride an equine, helmets are required. For adults, helmets are optional. **I understand that helmets can reduce the severity of some head injuries and possibly prevent death from happening as the result of a fall or other occurrences, but helmets cannot protect people against all injuries related to The Activities.**

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

Medical Authorization. By signing this Agreement, I grant full authorization for Stable and its representatives, contractors, or employees to administer general first aid treatment for any minor injuries or illnesses experienced by me (including minors, if designated). If any injury or illness requires emergency treatment to myself or my child, I authorize the Stable to summon professional emergency personnel to attend, transport, and treat me. I consent to any X-ray, anesthetic, transfusion, medication, diagnosis, treatment, or care deemed advisable by a licensed physician, dentist, or other medical professional or institution. I agree to assume financial responsibility for all costs. This authorization is given in advance of any such medical attention but is given to provide my authority. I agree to release The Released Parties and hold them harmless from liability connected with obtaining medical attention for myself or for others on my behalf. This authorization is effective continuously.

7. Health and Physical Conditions. Some people have conditions that pose special physical risks to them while they engage in exercise. The Activities can involve exercise. Stable recommends that I seek the advice of a physician before participating in the Activities. I want Stable to know of the following physical, learning, or personal needs I have that may affect my ability to engage in The Activities: _____

8. Use of Photographs or Videotapes. I irrevocably grant Stable full permission to use and publish any photographs or videos taken of me, even if the use and publication are for Stable's commercial and/or promotional purposes.

9. This Agreement is governed by Michigan law and is intended to be as broad and inclusive as Michigan law permits. Should any part of this Agreement conflict with Michigan law, only that part will be void but the remainder of this Agreement shall stay in full force and effect at all times, now and in the future. This Agreement can only be modified in writing and signed by Sherri Richardson or Jeffrey Wilson (on behalf of Stable) and me. Should I breach this Agreement, or any part of it, I agree to pay attorney fees and court costs related to such breach that are incurred by any or all of The Released Parties. I also agree to pay attorney fees and costs incurred by any or all of The Released Parties to enforce this Agreement, and I will indemnify and hold harmless The Released Parties for all such fees and costs. It is also agreed that any disputes that may arise under this Agreement, or any activities that are undertaken pursuant to this Agreement, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Livingston County, Michigan.

10. ALSO, I REPRESENT (CHECK AND INITIAL EACH AND EVERY BOX BELOW):

- _____ **I AM AT OR OVER 18 YEARS OF AGE;**
- _____ **I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;**
- _____ **I HAVE READ THIS ENTIRE AGREEMENT (3 PAGES), AND I FULLY UNDERSTAND IT;**
- _____ **THIS AGREEMENT IS VALID AND BINDING TODAY AND IN THE FUTURE;**
- _____ **I WILL FOLLOW ALL OF STABLE'S SAFETY RULES/ INSTRUCTIONS AT ALL TIMES;**
- _____ **(WHERE APPLICABLE) I AM THE PARENT/LEGALLY APPOINTED GUARDIAN OF THE CHILD(REN) OR LEGAL WARDS LISTED ABOVE IN THIS AGREEMENT;**
- _____ **IF ANYONE IS HURT OR PROPERTY DAMAGED BY MY PARTICIPATION IN ANY OF THE ACTIVITIES, A COURT MAY FIND I HAVE WAIVED MY RIGHT TO SUE; AND**
- _____ **ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.**

SIGNATURE OF CONTRACTING PARTY: _____

PRINT NAME HERE: _____ DATE : _____

SIGNATURE OF OTHER CONTRACTING PARTY
(Spouse/ Other Parent, Where Applicable): _____

PRINT NAME HERE: _____ DATE : _____

ACCEPTED BY HORSE N AROUND STABLES, INC.: _____ DATE: _____