

Willow Tree Farms Equestrian Center, Inc.

61087 34th Avenue Bangor, MI 49013 (269) 427-5141

LIABILITY RELEASE AND AGREEMENT READ CAREFULLY BEFORE SIGNING

I agree to the following agreement with WILLOW TREE FARMS EQUESTRIAN CENTER, INC. (hereinafter, "Stable"), as a condition for its allowing me, and persons identified below, to enter the Stable's property, be near horses and/or ride horses (regardless of who owns them) on, near, or off of the Stable's property.

NAME OF CONTRACTING PARTY: _____ PHONE: _____

ADDRESS: _____ St. _____ Zip _____

I also make this agreement on behalf of the following, who are my children or legal wards:

1. _____ AGE: _____ 2. _____ AGE: _____

Child's Date of Birth: _____

Child's Date of Birth: _____

All parts of this agreement shall apply to me, and the children/legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this agreement.] This agreement is binding when Stable permits me (directly or indirectly) to enter its property, be near horses, receive riding instruction or guidance, and/or to ride horses (regardless of who owns them) on, near, or off of the Stable's property.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to enter the Stable's property, be near horses, receive riding instruction or guidance, and/or ride horses (regardless of who owns them) on, near, or off of the Stable's property.

2. I understand that anyone riding or near a horse can suffer bodily and other injuries. Among other things, horses are unpredictable by nature. For example, when frightened, angry, or under stress, a horse's natural instincts are to jump forward or sideways, or run away from danger by trotting or galloping. Horses are also known to kick, buck, rear up, strike, or bite. I know that horses can do any of these things without warning. I also understand that all horses are powerful and potentially dangerous.

Further, I understand that riding or being near a horse can expose me to numerous hazards, which could include, for example: the propensity of a horse to behave in ways that may result in injury, harm, or death to persons around them; the unpredictability of a horse's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on, near, or off of the Stable's property; and/or collisions with other horses or objects. I understand these risks and dangers inherent in horse/equine activities and I expressly agree to assume them. I also understand that these are just some of the risks, and I agree to assume others.

3. **LIABILITY RELEASE:** As consideration for being allowed to enter the Stable's property, be near horses, receive riding instruction or guidance, and/or ride horses (regardless of who owns them) on, near, or off of the Stable's property, I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain when engaging in these and other activities. The term "damages," means, for example, medical expenses, losses incurred because of bodily injuries or property damages, and/or personal property damages. I, for my heirs, administrators, personal representatives or assigns, release and discharge Willow Tree Equestrian Center, Inc.,

unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained, or property damage which may occur as a result of being on the Stable's Flying W Farms, Thomas Lee Wright, Do Luu Tran, Marie Milliman, Karen Bielefeld, Tanya Wretzky, Wendy Fisher and their respective officers, directors, employees, agents, managers, insurers, representatives, heirs, assigns, affiliated persons, and others acting on their behalf of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether the same be known or property, being near horses on, near, or off of the Stable's property, receiving riding instruction, and/or riding horses (regardless of who owns them) on, near, or off of the Stable's property (except if such injury or damage is caused by gross negligence or wanton and willful misconduct).

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 LIABILITY RELEASE SET FORTH HEREIN SHALL CONSTITUTE A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 1994 P.A. 351. BY SIGNING THIS AGREEMENT AND LIABILITY RELEASE, I FULLY AGREE NOT TO BRING ANY CLAIM OR SUIT ON THE BASIS OF ANY EXCEPTION IN THAT LAW. IN PARTICULAR, I AGREE NOT TO BRING A CLAIM OR SUIT AGAINST STABLE, THE OWNERS OF THE STABLE PROPERTY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATED PERSONS 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 A HORSE; (3) A DANGEROUS LATENT CONDITION OF THE STABLE'S LAND; OR (4) ANY ACT OR OMISSION THAT CONSTITUTES ORDINARY NEGLIGENCE.

4. INDEMNIFICATION. I also agree to indemnify and hold harmless Willow Tree Farms Equestrian Center, Inc., Flying W Farms, Thomas Lee Wright, Do Luu Tran, Marie Milliman, Karen Bielefeld, Tanya Wretzky, Wendy Fisher and their respective officers, directors, employees, agents, managers, insurers, representatives, heirs, assigns, affiliated persons, and others acting on their behalf against all damages which are sustained or suffered by any third person(s) [people who are not parties to this Agreement, including, but not limited to, my relatives, guests, etc.], including any and all injuries or damages whatsoever that I may cause, directly or indirectly, while being on the Stable's property, being near horses, receiving riding instruction or guidance, and/or riding or near horses (regardless of who owns them) on, near, or off of the Stable's property. The indemnification shall include attorney's fees.

5. I agree to be fully responsible for my own safety while on, near, or off of the Stable's property. Stable has advised me that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear when riding or even when near horses for my own protection.

6. I represent that I am now and will be at all times while on or near the Stable's property, covered by accident/medical insurance, as described below, or I have sufficient funds to pay the costs of my own medical care.

7. Person(s) to Contact in Case of Emergency:

Name: _____ Phone No.: _____

Relationship: _____

8. Michigan law shall govern this Agreement and Liability Release. This Agreement and Liability Release can only be modified in writing and signed by me and an authorized representative of Stable.

Should any clause conflict with Michigan law, that clause will be null and void and the remainder of this Agreement and Liability Release shall remain in effect. Any legal disputes arising out of this Agreement and Liability Release shall be brought in a court of proper jurisdiction in Van Buren County, Michigan. If I breach this Agreement and Liability Release, I agree to pay Stable's attorney's fees and court costs related to such breach.

9. **ALSO, I REPRESENT THAT:**

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;

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

THE INFORMATION I HAVE PROVIDED IN THIS AGREEMENT AND LIABILITY RELEASE IS TRUE AND ACCURATE.

SIGNATURE OF CONTRACTING PARTY: _____

DATE : _____

SIGNATURE OF STABLE'S REPRESENTATIVE: _____

DATE : _____

CUSTOMER OR STUDENT OF:

MARIE

KARIN

WENDY

TANYA

GUEST HOME