

AGREEMENT AND LIABILITY RELEASE

I AGREE TO THE FOLLOWING AGREEMENT WITH Timber Run Equestrian Center, Inc.(referred to as "Stable") as a condition for allowing me and the persons identified below to enter Stable property, be in proximity to horses, receive riding instruction and/or ride horses on, near or off the Stable's property.

Name of contracting party: _____ (parent/guardian)
Name of other contracting party: _____ (parent/guardian)

Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ E-mail: _____

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

1. _____ Age: _____ 2. _____ Age: _____
Birth Date: _____ Birth Date: _____

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"). This agreement is and shall be binding each time when Stable permits me, either directly or indirectly, to enter the Stable property, participate in stable activities, be near horses, receive riding instruction, or guidance and/or ride horses on, near or off the Stable property.

1. IT IS HEREBY AGREED AS FOLLOWS: I have requested to enter Stable's premises, to be near horses, to participate in Stable activities, to receive riding instruction and/or ride horses on, near or off Stable property.

2. RISK: In regard to the inherent risk associated with being on or near horses, I understand and agree that anyone riding or even being near a horse can suffer bodily injuries and other injuries. I understand that horses are unpredictable by nature and that horses may, among other things: bolt, kick, bite, jump, shy, buck, rear, collide with other horses, fall down, run away when frightened or for no apparent reason. I understand that even the quietest horse may react in this manner. I also understand that horses, even if there is no prior history of inflicting injury, are very strong and powerful animals and have the potential to be dangerous.

I further understand that riding or being near a horse can expose me to numerous hazards. I understand and agree that it is the propensity for horses to behave in a manner that may result in injury, harm or even death to persons riding them or even those who are in proximity to them. I understand and agree that horses have unpredictable reactions to things, including but not limited to: strange sounds, sudden movements, unfamiliar objects, surface or subsurface conditions on, off or near stable property, other horses and other persons. I understand these risks and dangers which are inherent to all horse/equine activities and agree to assume them. I also understand and agree that these are just some of the risks associated with horse/equine activities. **I AGREE TO ASSUME ALL RISKS. I AM NOT RELYING ON STABLE TO LIST ALL RISKS FOR ME.**

3. LIABILITY RELEASE: In consideration for being allowed to enter or be near Stable property or being allowed to participate in Stable activities, be near horses, receive riding instruction, or guidance and/or ride horses on, near or off Stable 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, Stable, Lyn Matheson, individually, and Cavallo Equestrian Centre, LLC and their respective officers, directors, employees, managers, agents, trainers, instructors, representatives, assigns and others acting on their behalf of and from all claims, demands, damages, actions omissions, suits or causes of action present and future whether known or unknown anticipated or unanticipated resulting from or arising out of my bodily injury or other injury, or damage, or property damage which may result from being on Stable property, being near horses, receiving instruction or guidance and/or riding a horse, on, near or off stable property (except if such injury or damage is caused by Stable's gross negligence or willful and wanton misconduct).

WARNING

Under the Michigan Equine Liability Act (1994 PA 391), 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, PA 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 ANY CLAIM OR SUIT AGAINST LYN MATHESON, STABLE, IT'S EMPLOYEES, REPRESENTATIVES, AGENTS, INSURERS OR AFFILIATED PERSONS OR ENTITIES FOR (1) FAULTY TACK OR EQUIPMENT ON A HORSE, (2) FAILURE TO MAKE REASONABLE AND PRUDENT EFFORTS TO ACCESS AN EQUINE PARTICIPANT'S ABILITY TO SAFELY MANAGE A HORSE (3) A DANGEROUS LATENT CONDITION OF THE STABLE PROPERTY OR (4) ANY ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE.

4. PROTECTIVE HEADGEAR: I agree to be fully responsible for my own safety while on, near or off stable property. Stable has advised me that, for my own protection, I should purchase a properly fitted ASTM standard/SEI certified protective equestrian headgear for use when riding or near horses. I am not relying on Stable to monitor or provide for my safety.

5. INDEMNIFICATION: I also hereby agree to indemnify and hold harmless, Stable, Lyn Matheson individually and Cavallo Equestrian Centre, LLC and their respective officers, directors, employees, agents, managers, trainers, instructors, insurers, representatives, assigns and others acting on their behalf against all damages which are sustained or suffered by any third person(s) (ie: people who are not parties to this agreement including but not limited to my relatives and my guests) including any and all injuries or damages whatsoever that I may cause directly or indirectly, while being on, near or off the Stable property, being near horses, receiving instruction, or guidance and/or riding horses on, off, or near Stable property. **THIS INDEMNIFICATION SHALL INCLUDE ATTORNEY'S FEES.**

6. GOVERNING FORUM/SEVERABILITY: This agreement and liability release is governed by Michigan Law. This document may only be modified if both parties sign a written agreement. Should any portion of this agreement be found invalid or unenforceable under Michigan law, the remaining portions of the agreement will remain in full force and effect. It is mutually agreed that any dispute that arises under this agreement or any activities undertaken pursuant to this agreement and liability release shall be litigated in Washtenaw County, Michigan, or, as appropriate, US District Court in Michigan. **I AGREE TO PAY ACTUAL ATTORNEY FEES AND COURT COSTS OF STABLE SHOULD I BREACH THIS CONTRACT.**

7. ADDITIONALLY, I REPRESENT THAT

- I am at least 18 years of age
- I am of sound mind and not under the influence of drugs, alcohol or other intoxicants.
- I have read this agreement in its entirety and have been afforded the opportunity to have my counsel review the document and I signed the document with full knowledge and understanding.
- I am authorized to sign this agreement on behalf of any minor or ward indicated in said agreement.
- The information that I provided in this agreement and liability release is truthful and accurate.

NOTE: BOTH PARENTS MUST SIGN

Signature of contracting party: _____ Date

Printed Name: _____

Signature of contracting party: _____ Date

Stable Representative: _____ Date

