

MICHIGAN MOUNTED ASSOCIATES, LLC

RELEASE AND WAIVER OF LIABILITY

This **RECREATIONAL ACITIVITY RELEASE AND INDEMNITY AGREEMENT** is voluntary and knowingly entered into by _____, hereinafter **PARTICIPANT**, and Michigan Mounted Associates, LLC, its' owners, their families, members, guides, employees, agents, volunteers and all other persons and organizations in any way connected with the events, property, boarding, lessons, and other activities described herein, hereinafter collectively referred to as **PROVIDER**.

PARTICIPANT is informed and understands: 1) Horseback riding and other equine activities are athletic events which pose potentially serious risks of injuries or death; 2) **PARTICIPANT'S** horse(s) or **PARTICIPANT** may be injured or die as a result of **PARTICIPANT'S** negligence, the negligence of others, or through no fault of **PARTICIPANT** or anyone else, because of the nature of the activity in which **PARTICIPANT** will be engaged in. **PARTICIPANT** also understands that horses, even the most well trained, are often unpredictable and are often difficult to control.

With this waiver, **PARTICIPANT** accepts notice of the provisions of the Equine Activity Liability Act, §§ 691.1661 through 691.1667 of the Michigan Compiled Laws Annotated, Chapter 691, Judiciary, 1994, as amended, which state in part: "(i) an equine's propensity to behave in ways that may result in injury, harm, or death to a person on or around it; (ii) the unpredictability of an equine's reaction to things such as sounds, sudden movement, and people, other animals, or unfamiliar objects; (iii) a hazard such as a surface or subsurface condition; and (iv) colliding with another equine or object.

Furthermore, with this waiver, **PARTICIPANT** expressly assumes the risk of injury or death due to negligence by **PROVIDER** for my own safety or for the safety of my minor child.

With the knowledge of the foregoing, and as an inducement for **PROVIDER** to allow **PARTICIPANT** to ride on their property, **PARTICIPANT** hereby agrees to waive or release any and all rights that **PARTICIPANT** or **PARTICIPANT'S** heirs may have to make a claim against **PROVIDER**, arising from any damages, injury, or death which **PARTICIPANT** might sustain or which might occur to any horse(s) **PARTICIPANT** is riding as a result of **PARTICIPANT'S** horseback riding. **PARTICIPANT** further agrees to indemnify and hold harmless all of the foregoing from any claims, which **PARTICIPANT** might make or which might be made on **PARTICIPANT'S** behalf by other or which might be made against **PARTICIPANT** by others, arising from riding on their property. Furthermore, **PARTICIPANT** further agrees to indemnify **PROVIDER** for any injury, death, loss or damage to any personal property, which might occur during an equine activity as defined by § 691.1662 of the Michigan Compiled Laws Annotated, Chapter 691, Judiciary, 1994, as amended, or social functions sponsored by **PROVIDER** or held in their behalf or for their benefit, when such injury, death, loss or damage occurs on their property.

BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT I AM GIVING UP (WAIVING AND RELEASING) ANY RIGHT I MIGHT HAVE TO SUE OR MAKE CLAIM, WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR, AGAINST **PROVIDER**, THEIR FAMILIES, FELLOW PARTICIPANTS, OR ANY LANDOWNERS, OVER WHOSE LAND I RIDE, FOR ANY INJURIES I MIGHT SUSTAIN WHILE HORSEBACK RIDING OR PARTICIPATING IN AN EQUINE ACTIVITY, AND THAT I AM INDEMNIFYING AND HOLDING HARMLESS **PROVIDER**, THEIR FAMILIES, AND/OR LANDOWNERS, OVER WHOSE LAND I RIDE, FOR INJURING ANYONE ELSE OR ANY HORSE RIDDEN BY ANOTHER WHILE SO ENGAGED. IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THE HOLD HARMLESS AGREEMENT.

WARNING

Under the Michigan Equine Activity Liability Act, an equine professional is not liable for an injury to or the death of participant in an equine activity resulting from an inherent risk of the equine activity.

NOTE

Riding helmets (ASTM/SEI Certified) and proper footwear (boots with heels) are mandatory.

Date

Printed Name

Signature (Guardian if under 18)

Address

