Petting Farm and Horse Riding ACTIVITY AGREEMENT AND LIABILITY RELEASE FORM

 **Michigan Equine Activity Liability Act 351 of 1994 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.** PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY, THIS FACILITY AND/OR ANY INSTRUCTOR CONNECTED WITH IT DOES NOT GUARANTEE YOUR SAFETY OR THAT OF ANY HORSE. In consideration for participating in horse-related and animal-related activities connected with Flaxen Horse, Crystalyn Houston and her associates, the undersigned hereby agrees as follows:

A. REGISTRATION OF Participant AND PURPOSE OF AGREEMENT: I, the following listed individual hereinafter known as the "Participant" and the parents or legal guardian thereof if a minor, do hereby voluntarily request and agree to participate in horse and animal activities, and that Participant will use a horse or animal provided to him or her by Flaxen Horse/Crystalyn Houston today and on all future dates: (Participant, print name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (age, if under 21)\_\_\_\_\_\_\_\_\_\_\_\_

B. SCOPE OF AGREEMENT AND DEFINITIONS: This agreement shall be legally binding upon me, the Participant, and the parents or guardians thereof if a minor, personal representatives or assigns, including all minor children, and parental representatives. Any disputes by the Participant shall be subject to paragraph J below and litigated in the county in which Flaxen Horse/Crystalyn Houston is physically located. The term "HORSE" herein shall refer to all equine species regardless of size. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding, sitting upon, grooming or otherwise handling of or being near horses whether from the ground or mounted. The term "Participant" shall herein refer to a person who rides a horse or otherwise sits upon, grooms, handles or comes near a horse from the ground. The terms "I", "me", and "my" shall herein refer to the above Participant and the parents or legal guardians thereof if a minor.

C. INHERENT RISK OF ACTIVITY: I understand that horseback riding and petting farm activities are a rugged recreational activity and that there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. As such, related injuries can be severe or even deadly. Further, this inherent risk is not totally mitigated by either (1) the presence of an instructor or trainer or (2) by the use of a horse or animals that have been used for or is considered usable for the instruction of beginners. Horse and animal accidents are common and, in fact, are virtually guaranteed to occur given enough time around horses and animals. Horse and animal accidents are even more common with beginners although expert participants are still subject to considerable (sometimes fatal) danger from participation in this activity.

D. NATURE OF Petting farm activities: I understand that no horse or animal is a completely safe horse or animal. If a horse or animal is frightened or irritated it may divert from any training it has received and act according to its natural survival instincts which may include but are not limited to: stopping quickly, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, running under obstacles intended to knock the rider off, or running from movement, sounds, people or other perceived danger.

E. Participant RESPONSIBILITY: The participant's safety largely depends upon his or her ability to carry out simple instructions, and his or her ability to remain balanced aboard a moving animal (which is not easy for beginners). Participants agree to behave in such a manner as to not spook or irritate the horse or animals, this may include but is not limited to not raising their voice, not moving quickly, not throwing items, not hitting or kicking the horse or animals. The participant shall be responsible for his or her own safety and that of an unborn child if the participant is pregnant. Pregnant women should ride horses only under the advice of their physician. Flaxen Horse/Crystalyn Houston advises pregnant women not to ride horses.

F. CONDITIONS OF NATURE: Flaxen Horse/Crystalyn Houston is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse or animal, cause it to fall, or otherwise react in some unsafe way. SOME EXAMPLES ARE: thunder, lightning, rain, wind, traffic noise, wild and domestic animals, insects, which may walk, run, fly near, bite and/or sting a horse, animal or person. Further, Flaxen Horse/Crystalyn Houston 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, Flaxen Horse/Crystalyn Houston 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 or animal, for example).

G. INSPECTION OF PREMISES: I understand that participant has had either the opportunity to inspect or has actually inspected Flaxen Horse’s/Crystalyn Houston’s operating facilities and is satisfied that the premises are reasonably safe for participant’s intended purpose, usage and presence.

H. PROTECTIVE HEADGEAR WARNING: I agree that for myself and on behalf of my child and/or legal ward have been fully warned and advised by Flaxen Horse/Crystalyn Houston that protective headgear will be worn while riding or sitting upon horse and I do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. YOU MUST INITIAL THE BOXES OF ACCEPTANCE. Appropriate helmets will be provided by Crystalyn Houston. Rider may wear their own helmet if it is approved for equine activities.

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I. LIABILITY RELEASE: I agree that in consideration of Flaxen Horse/Crystalyn Houston allowing my participation in this activity under the terms set forth herein, I, the participant, for myself and on behalf of my child and/or legal ward or other parent, personal representatives or assigns, do agree to hold harmless, release, and discharge Flaxen Horse/Crystalyn Houston, its owners, independent contractors, employees, owners of premises and trails (whether or not such premises or trails are owned by Crystalyn Houston), insurers and others acting on her behalf (hereinafter, collectively referred to as "Associates") of and from all claims, demands, causes of action and legal liability, whether your damage be known or unknown, anticipated or unanticipated due to Flaxen Horse’s/Crystalyn Houston's and/or her Associate's ordinary negligence; and I do further agree that except in the event of Crystalyn's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Crystalyn Houston and her Associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of Flaxen Horse/Crystalyn Houston, to include while riding, sitting upon, grooming, handling, or otherwise being near horses or animals owned by or in the care custody and control of Flaxen Horse/Crystalyn Houston, whether on or off the premises of Flaxen Horse/Crystalyn Houston.

J. ATTORNEY'S FEES: The safest course of action is not to ride or be around horses or animals. Knowing this, anyone who nevertheless engages in and is hurt in this activity also agrees to indemnify Flaxen Horse/Crystalyn Houston and her Associates for all reasonable attorney fees and related costs incurred in defending themselves against any compensatory actions taken or threatened by the Participant, the parents or guardians thereof, personal representatives or assigns, including all minor children, and parental representatives. As much as we enjoy making our horses and animals and the use of our property available to various participants (paying or otherwise), we respectfully request that if participant believes that a horse or animal-related personal injury or death (apart from Crystalyn Houston's willful and gross negligence) is justifiable grounds for shifting any part of the financial, emotional, and physical burdens of his or her injury (as onerous, regrettable, and/or tragic as they may be) back to Flaxen Horse/Crystalyn Houston or her Associates, then please do not participate in this activity with our horses or animals. We don't know how to state this more plainly. Thank you. All participants and parents or legal guardians must sign below after reading this entire document: SIGNER STATEMENT OF AWARENESS I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

Participant, Parent or Guardian Signature (must sign for themselves)

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DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant, Parent, Guardian Signature (must sign for themselves)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed names of children or legal wards \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address and phone numbers \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accidental and Personal Liability Insurance: I hereby give permission to Crystalyn Houston and her Associates to request medical attention in the event of an emergency and to provide my insurance information to the hospital/doctor. This will be done on my behalf only if medical attention needs to be obtained immediately. I agree to pay any and all expenses incurred to treat myself/child. Participant,

Participant, Parent, Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My health insurance company is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ My policy number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Picture Permission Crystalyn Houston is given permission to photograph my child during his/her animal related activity. I understand that these pictures will be used for projects and business related items such as: flyers, brochures, website, or any other advertising.

[ ] I accept and give permission: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_

[ ] I choose not to have my child photographed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_