



## AGREEMENT AND LIABILITY RELEASE

I AGREE TO THE FOLLOWING AGREEMENT WITH *MAPLE RIDGE FARM* (referred to as MAPLE RIDGE FARM) as a condition for allowing me and persons identified below to enter MAPLE RIDGE FARM property, and/or be on or in proximity to horses.

The undersigned assumes the unavoidable risks inherent in all horse-related activities, including but not limited to bodily injury and physical harm.

Name of Contracting Party (print clearly) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Home Email \_\_\_\_\_ Work Email \_\_\_\_\_

I also make this agreement on behalf of my minor children or legal wards:

1) Name \_\_\_\_\_ Age \_\_\_\_\_

2) Name \_\_\_\_\_ Age \_\_\_\_\_

All parts of this agreement shall apply to me and the children listed above (we will collectively call ourselves "I", "me", or "my"). This agreement is and shall be binding each time when MAPLE RIDGE FARM permit me, either directly or indirectly, to enter the MAPLE RIDGE FARM property, participate in EQUUSPIRIT and/or MAPLE RIDGE FARM activities, and/or be on or near horses.

- IT IS HEREBY AGREED AS FOLLOWS:** I have requested to enter MAPLE RIDGE FARM's premises, to be on or near horses, to participate in MAPLE RIDGE FARM activities. It is further agreed that I understand that Maple Ridge Farm provides professional consulting, and/or professional or life coaching services and activities, and that it does NOT provide physical, psychological or therapeutic services and activities.
- 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 not 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 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 MAPLE RIDGE FARM 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 MAPLE RIDGE FARM TO LIST ALL RISKS FOR ME.**

3. **LIABILITY RELEASE:** In consideration for being allowed to enter or be near MAPLE RIDGE FARM property, or being allowed to participate in MAPLE RIDGE FARM activities, be on or near horses, 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 MAPLE RIDGE FARM, Deborah and Joseph Voyt, individually, and Maple Ridge Farm and their respective officers, directors, employees, managers, agents, contractors, 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 MAPLE RIDGE FARM property, being near or on horses, receiving instruction or guidance and/or riding a horse, on, near or off MAPLE RIDGE FARM property (except if such injury or damage is caused by MAPLE RIDGE FARM's gross negligence or willful and wonton misconduct).

#### **WARNING**

Under the Michigan Equine Liability Act (1994 PA 391), an equine professional is not liable for an injury 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 AGREEE NOT TO BRING ANY CLAIM OF SUIT AGAINST, DEBORAH AND JOSEPH VOYT, MAPLE RIDGE FARM, THEIR EMPLOYEES, REPRESENTATIVES, AGENTS, INSURERS OR AFFILIATED PERSONS OR ENTITIES FOR (1) FAULTY TACK OR EQUIPMENT, (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 MAPLE RIDGE FARM PROPERTY, OR (4) ANY ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE.**

4. **SAFETY:** I agree to be fully responsible for my self and for my own safety while on, near or off MAPLE RIDGE FARM property, and thus contribute to the safety of the group, if applicable.
5. **INDEMNIFICATION:** I also hereby agree to indemnify and hold harmless, Deborah and Joseph Voyt, Maple Ridge Farm, and their respective officers, directors, employees, managers, agents, contractors, trainers, instructors, insurers, representatives, assigns and others acting on their behalf against all damages which are sustained or suffered by any third person(s) (i.e., people who are not parties to this agreement including but not limited to relatives and guests), including any and all injuries or damages whatsoever that I may cause directly or indirectly, while being on, near, or off MAPLE RIDGE FARM property, being on or near horses, receiving instruction, guidance and/or riding horses on, off, or near MAPLE RIDGE FARM 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 all 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 Wayne or Oakland Counties, Michigan, or, as appropriate, US District Court in Michigan. I AGREE TO PAY ACTUAL ATTORNEY FEES AND COURT COSTS OF MAPLE RIDGE FARM SHOULD I BREACH THIS CONTRACT.

**7. ADDITIONALLY, I REPRESENT THAT:**

- I am at least 18 years old
- 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 have provided in this agreement and liability release is truthful and accurate.

8. **I agree** that photo, video or other media images of me may be taken and used by Maple Ridge Farm without attribution.

Signature of Contracting Party:

\_\_\_\_\_ Date \_\_\_\_\_

Emergency Contact: (Print)

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_