



LIABILITY RELEASE

Kimberly & Brian Dunlap
Benchmark Equine Services, LLC
Willow Ridge

WARNING - 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

Riders Name: _____ Birthdate: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Text? Yes / No _____ Alt. Phone: _____ Text? Yes / No _____

Email: _____ Facebook/Instagram: _____

Name(s) of Parent or Guardian (for riders under 18): _____

EMERGENCY CONTACT: _____

Phone: _____ **2nd Phone:** _____ **TEXT??** YES NO

Any prior or existing medical conditions or allergies: _____

**riders with bee sting or other anaphylactic allergies should have an epi pen with them while at the barn.*

I understand that horseback riding is, by its very nature, a high-risk activity. Horses can behave unpredictably without warning and can cause injury, harm or death to the persons around them. For example, a loud noise, sudden movement or unfamiliar person or animal can cause a horse to be frightened and buck, bite or kick. Accordingly, in consideration of participating in these activities under the direction of Kimberly Dunlap, Willow Ridge Farm, operated by Benchmark Equine Services, LLC, and intending to be legally bound, I agree:

1. On behalf of myself, my heirs, representatives and assigns and as applicable, my ward or minor child, I hereby release and discharge Kimberly and Brian Dunlap, Willow Ridge Farm and Benchmark Equine Services, LLC, including its officers, directors, employees, agents, volunteers, instructors, contractors all lawsuits, actions, damages, claims and liability whatsoever, including death, and property damage or loss, which arise from participating in any equine-related activity.

2. I further agree that this release and discharge of liability applies regardless of the legal cause of action on which my claim is based, including contract, strict liability, negligence, tort or an alleged violation of the Michigan Equine Liability Act (PA 1994 No. 351) I intend that my release and discharge includes all claims for damages resulting from the negligent act or omission of Kimberly and Brian Dunlap, Willow Ridge Farm, Benchmark Equine Services, LLC, including its officers, directors, employees, agents, instructors, contractors, riders and other volunteers, exception only the sole gross negligence or sole willful and wanton misconduct of these parties.

3. I agree that this release of liability shall be governed by Michigan law and I acknowledge that the release exceeds the provisions of the Michigan Equine Liability Act because I am releasing Kimberly and Brian Dunlap, Willow Ridge Farm and Benchmark Equine Services, LLC and its related parties for all damages, liability and causes of action except only those for sole gross negligence or sole willful and wanton misconduct.

4. I have read and understand this release of liability, as well as the safety policy and hereby by sign this release freely, knowingly and without coercion by anyone.

5. I have received, read, filled out and returned the COVID 19/CORONA VIRUS liability release form.

Willow Ridge Farm/Benchmark Equine Services, LLC has a strict policy that ALL riders, regardless of age or riding level wear an ASTM Certified safety helmet while mounted on property or during any services provided by Kimberly A. Dunlap, Willow Ridge Farm or Benchmark Equine Services, LLC, it's agents, employees, etc. All riders are also required to wear safe and appropriate footwear for the activity. Anyone under the age of 12 MUST wear a helmet at any time while or interacting with handling the horses (this includes grooming, feeding treats, petting, leading, etc.)

I understand that the updated barn rules will be posted in the barn lounge and I am responsible for noting changes.

Signature of Rider/Guest or if a minor (under 18), his/her parent or LEGAL guardian: _____

Date _____ Guest of (if applicable – all guests must be approved IN ADVANCE): _____

COVID 19/CORONA VIRUS LIABILITY RELEASE

I further acknowledge that Willow Ridge has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19. I further **acknowledge that Willow Ridge LLC cannot guarantee that I will not become infected with the Coronavirus/Covid-19.** I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff, and other clients and their families.

I voluntarily seek services provided by Willow Ridge and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while on the property.

I attest that:

- * I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- * I have not traveled internationally within the last 14 days.
- * I have not traveled to a highly impacted area within the United States of America in the last 14 days.
- * I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- * I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.
- * I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold Willow Ridge harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the farm, or that may otherwise arise in any way in connection with any services received from Willow Ridge. I understand that this release discharges Willow Ridge from any liability or claim that I, my heirs, or any personal representatives may have against the salon with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Willow Ridge. This liability waiver and release extends to all owners, partners, and employees operating at or on behalf of Willow Ridge.

Signature of Rider/Guest or if a minor (under 18), his/her parent or LEGAL guardian:

Date _____