

LIABILITY RELEASE

Kimberly Dunlap, Benchmark Equine Services, LLC

Rider/Handler Name: _____

Address: _____ City _____ State: _____ Zip Code: _____

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

Email: _____ Facebook/Instagram _____

EMERGENCY CONTACT: _____ Phone: _____

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. Accordingly, in consideration of participating in these activities under the direction of the business and its agents, 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 the businesses, including its officers, directors, employees, agents, volunteers, instructors, contractors, and guests, all lawsuits, actions, damages, claims and liability whatsoever, including death, and property damage or loss, which arise from participating in any equine or farm-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 the businesses, including its officers, directors, employees, agents, instructors, contractors, riders, and other volunteers, with the exception only in the case of sole gross negligence or 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 the businesses and its related parties for all damages, liability and causes of action except only those for sole gross negligence or because of willful and wanton misconduct.
4. I have read and understand this release of liability, as well as the safety policy and hereby sign this release freely, knowingly and without coercion by anyone.
5. I authorize and understand that pictures or videos of myself or my minor children may be used by the businesses for marketing, advertising, or other promotional purposes.

The businesses have a strict policy that ALL riders wear an ASTM Certified safety helmet while mounted on property or during any services provided by the businesses, its 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 on, interacting with or otherwise 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 (or if a minor under 18, his/her parent/LEGAL guardian): _____ Date _____

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.