

## WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

Every participant must sign. Parents or legal guardians must sign for participants under age 18.

I agree to this WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT ("Agreement") with Circle Five Arena, LLC, and Dutchman Tree Farms, LLC (hereafter, "Facility") as a condition for their allowing me and persons identified below, if any, to engage in any or all of the following activities: enter the land and facilities of Circle Five Arena, now and in the future, including arenas, paddocks, wash areas, barns, and/or hitching posts; use Facility's grounds for camping; be near dogs; participate in, prepare for, attend, leave, observe and/or assist rodeos, shows, ropings, programs, competitions, demonstrations, and events (mounted or un-mounted, organized or not organized); and/or activities of any kind on or off of the grounds of Facility. (All of these activities will hereafter be referred to as "The Activities.")

In consideration for Facility allowing me (and/or my minor children or legal wards) to attend or participate in any or all of The Activities at any time and at any location, now and in the future, I agree as follows:

Initial Here: [redacted]. **1. Risks/Assumption of Risks.** I knowingly, willingly, voluntarily, and fully acknowledge and agree that engaging in any of The Activities and, in particular, riding, handling, working with, or even being near horses, ponies, donkeys, and mules (hereafter, "equines"), farm animals (cattle, goats, sheep, livestock, or others), and all activities directly or indirectly involving these animals can be dangerous and involve risk of injury, death, and/or property damage. I understand that participating in equine, livestock, farm animal, and cattle-related activities carries a risk of bodily and other injuries since equines and animals are unpredictable by nature and potentially dangerous. For example, when frightened, angry, or under stress, the natural instincts of an equine and animal are to jump forward or sideways, back up quickly, or run away from danger. Horses/equines are known to kick, buck, rear up, spin around, strike, or bite. Farm animals can bite, kick, and charge. I understand that any animal can do any of these things without warning.

Further, I understand that riding, handling, working with, or being near an equine, farm animal, livestock, or cattle can expose me to numerous hazards, which could include, for example: the propensity of an equine or animal to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine or animal's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on, near, or off of the land; and/or collisions with other equines, animals, or objects. I understand these risks and dangers, and I agree to assume all of them. I also understand that these are some of the risks, and I agree to assume others that are not mentioned in this Agreement. I am not relying on Facility to list all possible risks in this document or at any time, now or in the future.

Initial Here: [redacted]. **2. Waiver and Release of Liability.** With knowledge and appreciation of inherent and other risks of The Activities, and in consideration for being allowed to participate in, attend, or observe The Activities, now and in the future, on or near the grounds of Facility, I (for myself and for my minor child/ren and/or legal ward(s), and for my heirs, administrators, personal representatives, and/or assigns) release, discharge, and agree not to sue Circle Five Arena, LLC, Dutchman Tree Farms, LLC, Joel Hoekwater, Dutchman Farms, LLC, Gale Hoekwater, Danielle Hoekwater, and their respective members, managers, employees, agents, sponsors, volunteers, and others acting on their behalf (hereafter, "The Released Parties") from all liability, loss, claims, actions for injury or death resulting from the inherent risks of The Activities, negligence of The Released Parties, or any action or inaction by The Released Parties (except if injury or loss is directly caused by gross negligence, willful misconduct and/or wanton misconduct on part of any of The Released Parties). Also, I voluntarily assume the risks involved in any aspect of The Activities. IT IS UNDERSTOOD THAT THIS AGREEMENT CONSTITUTES A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 1994 P.A. 351.

### 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.

**WAIVER AND LIABILITY RELEASE PERTAINING TO EQUINE(S).** If I own, lease, or provide one or more equines for any of The Activities (whether or not I am the one who is handling or working with the equine), I agree to release and discharge The Released Parties of and from all claims, demands, actions, or causes of action (occurring now or in the future), resulting from their ordinary negligence. This waiver and release is intended to apply at all times before, during, or after The Activities take place at any location and that may result in injury, loss, or damage to this/these equine(s) from any cause whatsoever, including accidents, illnesses, collisions, running away (except if the injury or damage was directly caused by The Released Parties' gross negligence, or willful or wanton wrongdoing).

Initial Here: [redacted]. **3. Indemnity and Hold Harmless.** I knowingly, willingly, and voluntarily agree to indemnify and hold harmless The Released Parties from any liability, claim, damage, loss, costs, actions, or expenses asserted against or incurred by any of The Released Parties relating to or pertaining to participation of myself and/or my minor child/ren or legal ward(s) in any of The Activities that arise (in whole or in part) from any actions or inactions of me, my children/legal wards, and/or our equines/horses/animals.

**4. Binding Effect Now and in the Future.** This Agreement is valid and binding at all times, now and in the future, when I (and/or my minor child/ren or legal ward(s)) engage in any of The Activities at any location.

5. **Protective Equipment.** I understand that I (and my minor children or legal wards, if any) should consider purchasing and wearing properly fitted and secured protective equipment when engaging in any of **The Activities**, such as certified equestrian helmets, vests, or other equipment. I am **NOT** relying on **The Released Parties** to provide or check equipment or to monitor compliance with this suggestion at any time.

6. **Emergencies.** Person(s) to Contact in Case of Emergency: \_\_\_\_\_  
Phone Number(s): \_\_\_\_\_ Relationship: \_\_\_\_\_

**Medical Authorization.** By signing this Agreement, I grant full authorization for **Facility** and its representatives, contractors, or employees to administer general first aid treatment for any minor injuries or illnesses experienced by me (including minors). If any injury or illness requires emergency treatment to myself or my child, I authorize the **Facility** to summon professional emergency personnel to attend, transport, and treat me or the child, and I consent to any X-ray, anesthetic, transfusion, medication, diagnosis, treatment, or care deemed advisable by a licensed physician, dentist, or other medical professional or institution. I agree to assume financial responsibility for all costs. This authorization is given in advance of any such medical attention but is given to provide my authority. I agree to release **The Released Parties** and hold them harmless from liability connected with obtaining medical attention for myself or others on my behalf. This authorization is effective continuously.

7. **Use of Photos or Videos.** I grant full permission for **Facility** to use and publish any photographs or videos of me, even if such use and publication is for **Facility's** commercial and/or promotional purposes.

8. **Rules.** I understand that **Facility** may, from time to time, establish rules or regulations for shows, events, competitions, and activities taking place on or near **Facility's** property, and I agree to follow them.

9. **Miscellaneous.** This Agreement is governed by Michigan law and is intended to be as broad as Michigan law permits. This document can only be modified in writing and signed by Joel Hoekwater (on behalf of **Facility**) and me. Should any clause conflict with Michigan law, only that clause will be void and the rest of this document will stay in full force and effect at all times, now and in the future. All legal disputes arising out of this Agreement should be brought in a state or Federal Court in or serving Missaukee County. Should I breach this Agreement or any part of it, I agree to pay the attorney's fees and court costs related to such breach that were incurred by **Facility** and/or by persons or entities directly affiliated with **Facility**.

- I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I UNDERSTAND IT.
- ALL INFORMATION IN THIS AGREEMENT IS TRUE AND CORRECT.
- THIS AGREEMENT IS VALID TODAY AND AT ALL TIMES IN THE FUTURE.
- I INTEND FOR THIS DOCUMENT TO BE BINDING TODAY AND IN THE FUTURE.
- IF ANYONE IS HURT OR PROPERTY DAMAGED BY PARTICIPATION OF ME AND/OR MY MINOR CHILD IN ANY OF THE ACTIVITIES, A COURT MAY FIND THAT I HAVE WAIVED MY RIGHT TO SUE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

I Also Sign This Agreement as Parent or Legal Guardian of the Following Children Under Age 18:

Print Child's Full Name(s):

Date of Birth of Each Child or Legal Ward

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**WARNING**

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