

WAIVER, AGREEMENT AND LIABILITY RELEASE
READ CAREFULLY BEFORE SIGNING

I agree to this Waiver, Agreement and Liability Release (hereafter, "Agreement") with Oak Lane Equestrian, LLC, a Michigan limited liability company (hereafter, "Stable"), as a condition for its allowing me and the persons identified below (if any), to do any or all of the following at any time and at any location: enter and be on any part of Stable's property, facilities, barns, riding arenas, pastures, fields, track, fields, and surrounding land (hereafter, the "Stable Property"); be near horses or ponies (hereafter, "equines"), work with equines, handle equines, ride equines, and/or receive instruction, training, or guidance at any location related to riding, handling, or working with equines; and/or attend or participate in, attend, or observe shows, schooling shows, demonstrations, and/or clinics on or off of the Stable's property. *All of these activities, individually and collectively, will hereafter be referred to as "The Activities."*

NAME OF CONTRACTING PARTY: _____

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): _____

ADDRESSES OF CONTRACTING PARTIES: _____

PHONE: [Home] _____ [Cell] _____ EMAIL: _____

To the fullest extent allowed by law, I also make this agreement on behalf of the following persons who is/are my child/ren or legal ward(s):

1. _____ AGE: _____ 2. _____ AGE: _____
Child's Date of Birth: _____ Child's Date of Birth: _____

All parts of this agreement shall apply to me, and the children/legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this agreement.]

IT IS HEREBY AGREED AS FOLLOWS:

1. Consideration/Binding Effect Today and in the Future. I have requested to engage in any or all of The Activities on or off of the Stable Property and am signing this Agreement in consideration for being allowed to engage in any or all of The Activities now and in the future. I understand that although I am signing this Agreement today, it is intended to be valid and binding at all times, *now and in the future*, when Stable permits me (directly or indirectly) to engage in any or all of The Activities at any time and at any location.

2. Risks. I understand that anyone who is riding, handling, working with, or even near an equine can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do these and other things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people, equines, and other animals that are around them. In addition, I understand that the Stable Property may have tractors and farm-related equipment, and injuries can occur when I am around any of these things.

Further, I understand that riding, handling, working with, or even being near an equine can expose me to numerous hazards, which could include, for example: the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on or near the Stable Property and/or land where any of The Activities take place; and/or collisions with other equines, animals, or objects. I am also aware that those affiliated with Stable conduct photography activities using cameras, which may generate sounds or sights that could frighten horses. ***I understand these risks and dangers that are inherent in The Activities, and I agree to assume all of them. I also understand that these are just some of the risks,***

and I agree to assume other risks that are not mentioned in this Agreement. I am NOT relying on Stable to list all possible risks involving The Activities in this Agreement or in the future.

ADDITIONAL RISKS – COVID-19. I am aware of the state and national spread of COVID-19, which can result in severe illness and death. I understand that interacting with individuals outside of my household and engaging in any of The Activities on or off of the Stable Property could increase my risk of contracting COVID-19. I voluntarily assume this risk and accept sole responsibility for any injury or illness that may be experienced or incurred. Stable will provide hand sanitizers. I understand that I am responsible for my health and safety, and I am responsible for providing any other personal protection equipment (PPE) that I may wish to use, such as face coverings, gloves, and disinfectants.

INITIAL HERE: _____ **3. WAIVER AND LIABILITY RELEASE:** As consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, and to the fullest extent allowed under Michigan law, I (on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/ren or legal wards, if any) **agree to each of the following:**

(a) Oak Lane Equestrian, LLC, Megan Smits, Sharon Smits, Gerard Smits, and their respective members, managers, employees, agents, assigns, heirs, family members, affiliated persons, representatives and others acting on their behalf (hereafter collectively, “The Released Parties”) shall not be liable for any damages that I (and/or my minor child/ren or legal wards, if any) may sustain now or in the future as a result of engaging in any of The Activities at any time and at any location; and

(b) I/we fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) against The Released Parties whether the claims are known, unknown, anticipated or unanticipated, and whether caused by their ordinary negligence, violation of the Michigan Equine Activity Liability Act, or other legal liability, resulting from or arising out of my/our engaging in The Activities at any time and at any location. The term “damages” in this Agreement means, for example, medical expenses, any and all claims or losses because of bodily injuries, mental/emotional injuries, property damages, death, and/or personal property damages. This Agreement is intended to apply and be binding whether or not I/we am/are riding, handling, working with, or near equines. In accordance with Michigan law, however, we are not releasing The Released Parties from loss, injury, or damage that is directly caused by gross negligence or willful and wanton misconduct on part of any of The Released Parties.

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.

IT IS UNDERSTOOD AND AGREED THAT THIS AGREEMENT IS A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, MCL 691.1661, et seq. BY SIGNING THIS AGREEMENT, I AGREE NOT TO BRING ANY CLAIM OR SUIT AGAINST THE RELEASED PARTIES UNDER ANY EXCEPTION IN THAT LAW. IN PARTICULAR, I AGREE NOT TO BRING A CLAIM OR SUIT FOR: (1) FAULTY TACK OR EQUIPMENT; (2) FAILURE TO MAKE REASONABLE AND PRUDENT EFFORTS TO DETERMINE AN EQUINE ACTIVITY PARTICIPANT'S ABILITY TO SAFELY MANAGE AN EQUINE; (3) A DANGEROUS LATENT CONDITION OF ANY PART OF THE LAND/ STABLE PROPERTY; AND/OR (4) ANY ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE BY ANY OF THE RELEASED PARTIES. (IN ACCORDANCE WITH MICHIGAN LAW, I AM NOT RELEASING THE RELEASED PARTIES FROM LOSS, INJURY, OR DAMAGE DIRECTLY CAUSED BY GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT ON PART OF THE RELEASED PARTIES, OR EITHER OF THEM.)

INITIAL HERE: _____ **4. INDEMNIFICATION.** To the fullest extent permitted by law, I also agree to indemnify and hold harmless The Released Parties against all claims, demands, or lawsuits that are brought against The Released Parties (or either of them) by any third person(s) [“third persons” are people who are not parties to this Agreement, including, *but not limited to*, other persons on or near the Stable Property or property where The Activities take place, my relatives, guests, etc.] or brought against any of The Released Parties by my minor child/children that are in any way connected with my/our participation in The Activities, including claims that allege acts or omissions of The Released Parties that are negligent and/or in violation of an Equine Activity Liability Act. This indemnification shall also include reimbursement of The Released Parties’ reasonable attorney fees.

5. **Required ASTM/SEI Headgear.** Stable requires that, for my protection, I must wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear that is designed for use when riding or near equines. Stable recommends the use of helmets that are less than 5 years old. I am NOT relying on Stable to provide a helmet for me, to check any helmet or helmet strap that I wear, or to monitor my compliance with this requirement.

6. **Physical or Mental Conditions/Special Needs.** Many physical and mental conditions pose special risks to the participant while engaging in The Activities. Stable recommends that I consult with a physician before participating in The Activities, especially those that involve riding, handling, or being near equines. Also, I want Stable to be aware of the following physical and/or mental conditions or personal needs which may affect my safety and ability to engage in any of The Activities: _____

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

8. **Emergencies.** Person(s) to Contact in Case of Emergency: Name: _____
Phone Number(s): _____ Relationship: _____
Also, in case needed, my preferred medical facility is: _____

9. **Independent Equine Professionals.** I am aware that equine professionals (such as trainers, clinicians, or instructors) may do business on the Stable Property. However, I understand that they have independent businesses and have no employment, partnership, joint venture, principal-agent, or other similar arrangement with Stable.

10. **Health Insurance.** I represent that while on or near the Stable's property, I will be covered by medical insurance: Insurance Company: _____ Policy Number: _____

11. This Agreement is governed by Michigan law and is intended to be as broad and inclusive as Michigan law permits. Should any part of this Agreement conflict with Michigan law, only that part will be void but the remainder of this Agreement shall stay in full force and effect at all times, now and in the future. This Agreement can only be modified in writing and signed by Megan Smits (on behalf of Stable) and me. Should I breach this Agreement (or any part of it), I agree to pay attorney fees and court costs related to such breach that are incurred by any or all of The Released Parties. I also agree to pay attorney fees and costs incurred to enforce this Agreement, and I will indemnify and hold harmless The Released Parties for all such fees and costs. It is also agreed that any disputes that may arise under this Agreement, or any activities that are undertaken pursuant to it, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Saginaw, Michigan.

12. **ALSO, I REPRESENT AND AGREE (Check and initial each box below):**

- _____ **I AM AT OR OVER 18 YEARS OF AGE;**
- _____ **I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;**
- _____ **I HAVE READ THIS ENTIRE AGREEMENT (ALL PAGES), AND UNDERSTAND IT;**
- _____ **THIS AGREEMENT IS BINDING TODAY AND AT ALL TIMES IN THE FUTURE;**
- _____ **I AM THE PARENT/LEGALLY-APPOINTED GUARDIAN OF THE CHILD(REN) LISTED IN THIS AGREEMENT (WHERE APPLICABLE); AND**
- _____ **ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.**

SIGNATURE OF CONTRACTING PARTY: _____

PRINT NAME HERE: _____ DATE : _____

SIGNATURE OF OTHER CONTRACTING PARTY
(Spouse/ Other Parent): _____

PRINT NAME HERE: _____ DATE : _____

ACCEPTED BY STABLE: Signature: _____ DATE: _____