**WARSTLER FARM, INC.**

**AGREEMENT FOR RELEASE AND WAIVER OF LIABILITY**

I request permission to utilize the facilities of Warstler Farm, Inc.

 I fully understand that trolley rides, bonfires, riding in horse drawn vehicles, horseback riding, pumpkin picking, hiking, vehicle rides, tractor rides, tractor drawn vehicle rides and related farm activities can be very dangerous. I accept and assume all risk of illness or injury (including death) to me or my property.

 I acknowledge that I have been provided an SEI Certified ASTM Standard F 1163 Equestrian helmet and understand that it must be worn by all riders age 15 and younger while engaged in equestrian riding activities. Riders 16 and older also acknowledge being provided an SEI Certified ASTM Standard F 1163 Equestrian helmet and understand that it must be worn at all times while engaged in equestrian riding activities, unless their parent or legal guardian has signed the helmet release below.

In exchange for being permitted to utilize the Warstler Farm facilities, for myself, my heirs, guardians and legal representatives. I release and agree not to make or bring any claim of any kind against WARSTLER FARM, INC., KIMBERLY WARSTLER AND BRETT WARSTLER or their managers, officers, directors, members, employees, or guests for any illness or injury (including death), to me or any damage to my property whether from anyone’s negligence or not, or any other cause, arising out of participation in these dangerous bonfires, trolley rides, riding in horse drawn vehicles, horseback riding, pumpkin picking, hiking, vehicle rides, tractor rides, or tractor drawn vehicle rides, and related farm activities; and I also agree if anyone makes any claims because of any illness or injury to me (including death), or any damage to my property, I will keep all those released by this agreement free of any damages or costs because of those claims.

 **EQUINE ACTIVITY LIABILITY LAW. I understand under the MICHIGAN EQUINE ACTIVITY ACT (1994 P.A. 351) that:**

**“AN EQUINE PROFESSIONAL (AS DEFINED IN THE ACT) 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”**

**I FURTHER UNDERSTAND** and agree that this **RELEASE** and the release of liability provisions contained herein shall constitute a **WAIVER OF LIABILTY FOR ILLNESS OR INJURY TO OR DEATH OF A PARTICIPANT** (as defined in the Act) in addition to and not in exclusion of the provisions of the Michigan Equine Activity Liability Act, 1994 P.A. 351.

**I have read this Agreement, I acknowledge that it applies to me, my family including children, and minor guests.**

**SIGNITURE of ADULT PARTICIPANT/PARENT/RESPONSIBLE PARTY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Helmet Release**

 I understand that my son or daughter, or legal ward, is required by Warstler Farm to wear an SEI Certified ASTM Standard F 1163 Equestrian Helmet at all times when engaged in equestrian riding activities; however, as the child’s parent, or legal guardian, I hereby release and agree not to make or bring any claim of any kind against Warstler Farm, Inc., Kimberly Warstler and Brett Warstler and their managers, officers, directors, members, employees, or guests from any and all liability from injuries, including death, that may result from my child/ward’s participation because of my deliberate choice to have my child/ward participate without wearing the aforesaid helmet.

**SIGNITURE of ADULT PARTICIPANT/PARENT/RESPONSIBLE PARTY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**WARSTLER FARM, INC. PHOTO RELEASE**

 I give permission for photos of me or my children listed above or minor guests listed above to be used by Warstler Farm in displays, advertising book, slide shows, brochures, advertisements, or features in newspapers, websites, social media or any other promotional material and waive my rights of compensation or ownership of the pictures.

**\_\_\_\_\_\_\_\_\_\_\_ INITIALS OF ADULT PARTICIPANT/RESPONSIBLE PARTY**

***(Please Be Aware:*** *Permission and Photo Release is automatically given by posting on social media or sharing photos.)*

**WARSTLER FARM, INC. COMMUNICATION INFORMATION**

**\*\*WOULD YOU LIKE TO BE EMAILED and/or RECEIVE A TEXT ABOUT SPECIAL EVENTS OCCURING AT WARSTLER FARM? \_\_\_\_\_\_\_\_\_**

**EMAIL ADDRESS and/or PHONE NUMBER THAT RECEIVES TEXT MESSAGES THAT YOU WOULD LIKE WARSTLER FARM TO USE (if different than above): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**