

WAIVER, AGREEMENT AND LIABILITY RELEASE

READ CAREFULLY BEFORE SIGNING

I agree to this Waiver, Agreement and Liability Release (hereafter, "Agreement") with FANTAIL FARM, LLC, a Michigan limited liability company (hereafter, "Stable"), as a condition for its allowing me and the persons identified below to do any or all of the following at any time – now or in the future – and at any location: enter and be on any part of the Stable's property, facilities, barns, warming sheds, viewing areas, and surrounding land (hereafter, "Stable Property"); drive or be a passenger in a carriage, wagon, sleigh, or trailer pulled by or harnessed to an equine at any location on or off of the Stable Property; enter and/or exit from a carriage, wagon, sleigh, or trailer; be at any location where Stable may provide activities involving horses or ponies (also known as "equines"); work with or handle an equine on or off of the Stable Property. *This Agreement will refer to all of these activities described above, individually and collectively, as "The Activities."*

NAME OF CONTRACTING PARTY: _____

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

CONTRACTING PARTY'S ADDRESS AND E-MAIL: _____

PHONE: [Home] _____ [Work] _____ [Cell/Other] _____

To the fullest extent allowed by law, I am also making 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 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, this Agreement 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 driving equines, a passenger in a carriage, wagon, sleigh, or trailer driven by or harnessed to an equine, 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 can also kick, buck, rear up, spin around, bolt, 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.

Further, I understand that driving equines, being a passenger in a carriage, wagon, sleigh, or trailer driven by or harnessed to equines, or even being near equines can expose me to 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 may take place; and/or collisions with other equines, animals, or objects. ***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 at any time.***

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) Fantail Farm, LLC, Susan K. Zenker, Robert C. Fitzhugh, and their respective members, managers, employees, agents, assigns, heirs, family members, affiliated persons, representatives and others acting on their behalf (hereafter collectively referred to as “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 any of 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 driving equine(s), a passenger in a carriage, wagon, sleigh, or trailer driven by or harnessed to one or more equines, working with equines, or even near equines. (In accordance with Michigan law, we are not releasing The Released Parties from loss, injury, or damage that is directly caused by gross negligence or willful or 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 ANY OF 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; 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 THAT IS DIRECTLY CAUSED BY THEIR GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT.)

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 any of The Released Parties 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.]. I also agree to indemnify and hold harmless The Released Parties against all claims, demands, or lawsuits that are 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 by The Released Parties that are negligent and/or violate an Equine Activity Liability Act. This indemnification also includes reimbursement of The Released Parties’ reasonable attorney fees.

5. Rules. I understand that Stable has rules for my safety, some of which are set forth below and/or may be posted or announced by Stable. I agree to follow all rules to the best of my ability. Some of Stable’s rules are:

- **No smoking**
- **Remain seated in the vehicle (carriage, sleigh, or wagon) at all times until excused by Stable’s staff**
- **No rough-housing behavior, and no loud noises**

6. **Emergencies.** Person(s) to Contact in Case of Emergency: Name: _____

Phone Number(s): _____ Relationship: _____

Medical Authorization. By signing this Agreement, I authorize Stable and its staff to administer general first aid treatment for any minor injuries or illnesses I may experience. If any injury or illness requires emergency treatment, I authorize the Stable to summon professional emergency personnel to attend, transport, and treat me, and I consent to any treatment or care deemed advisable by a licensed physician or other medical professional or institution. I agree to assume financial responsibility for costs. I agree to release The Released Parties and hold them harmless from any liability connected with obtaining medical attention for myself or others on my behalf. I am giving Stable this authorization in advance of any such medical attention, and this authorization is effective continuously.

7. **Publicity Release.** By signing this Agreement, I irrevocably permit, authorize, and license Stable to video, record, photograph, digitize, or modify my image, likeness, or appearance for Stable's publicity and/or promotion of its business and services without further consent from or compensation to me.

8. 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 Susan Zenker or Robert Fitzhugh (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 will indemnify and hold harmless The Released Parties for all such fees and costs. It is also agreed that any disputes arising under this Agreement, or any activities undertaken pursuant to this Agreement, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Benzie County, Michigan.

9. **ALSO, I REPRESENT (Please check and initial each box below):**

- _____ I AM AT OR OVER 18 YEARS OF AGE;
- _____ I AM OF SOUND MIND AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;
- _____ I HAVE READ THIS ENTIRE AGREEMENT (ALL 3 PAGES), AND I UNDERSTAND IT;
- _____ THIS AGREEMENT IS VALID AND BINDING TODAY AND IN THE FUTURE;
- _____ I AM THE PARENT/LEGALLY APPOINTED GUARDIAN OF THE CHILD(REN) OR LEGAL WARDS LISTED IN THIS AGREEMENT (WHERE APPLICABLE);
- _____ IF ANYONE IS HURT OR PROPERTY DAMAGED BY PARTICIPATION IN ANY OF THE ACTIVITIES, A COURT MAY FIND I HAVE WAIVED MY RIGHT TO SUE; AND
- _____ ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

SIGNATURE OF CONTRACTING PARTY: _____

PRINT NAME HERE (Print Clearly): _____ DATE : _____

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

PRINT NAME HERE (Print Clearly): _____ DATE : _____

ACCEPTED BY FANTAIL FARM LLC: _____ 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.