

## **Windwalker Farms Release of Liability Form**

### **WAIVER, AGREEMENT AND LIABILITY RELEASE**

Please carefully read each paragraph before signing.

I, (NAME parents if student is under 18) \_\_\_\_\_

I am fully aware and fully understand that all horses are unpredictable and dangerous. I realize that placing my children, or myself in a stable/farm environment is creating a hazardous situation.

I understand that riding horses or ponies is a dangerous sport. I am aware that riders must expect to be injured from time to time. I understand that death of people from equestrian accidents is possible.

I understand that trail riding horses or ponies on trails, on and around obstacles is a particularly dangerous activity and that serious injury or death of riders or horses is possible.

I realize that professional instructions cannot prevent serious injury or death from working around, handling, or riding horses, ponies, petting farm animals, and the ride simulator.

I am aware that serious injury or death of my mount is possible when it is handled, trained, or in a lesson.

I release Windwalker Farms, its owners, trainers, employees, volunteers, and associates from all liability for damage to my property, injuries or death of my children, my animals, or myself.

Windwalker Farms, its owners, employees, volunteers and associates, have my permission to initiate emergency first aid treatment for my children, my animals, and myself in case of an accident and/or emergency. They also have my permission to authorize emergency medical treatment by a qualified medical professional for my children or myself, and veterinary treatment by a qualified veterinary personnel for my animal/s.

I understand that I am fully responsible for any guest that I may have on the property. I understand that I am fully responsible for fully informing the guest of all risks related to the handling or riding of horses, ponies, petting farm animals, and the ride simulator. I understand that I am fully responsible for informing guests about horses' temperament, training, habits, and for determining that the guest is sufficiently experienced to handle and ride the horse.

**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 mutually understood and agreed that the waiver, agreement and liability release in this document is a waiver of liability beyond the provisions of the Michigan Equine Activity Liability Act, 1994 P.A. 351. By signing this waiver, agreement, and liability release, 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; and/or (4) any act or omission that may constitute ordinary negligence by stable or by those affiliated with stable/farm.

**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

by any third person(s) or brought against any of the Released Parties by my minor child/children and which are in any way connected with my/our participation in any of the activities at any time and at any location, including claims that allege acts or omissions of The Released Parties that are negligent or in violation of an Equine Activity Liability Act. This indemnification shall also include reimbursement of Stable's/Farm's reasonable attorney fees.

ASTM/SEI Headgear: Stable/Farm has advised me that, for my own protection, I should purchase and wear properly fitted secured ASTM-standard/SEI-certified protective equestrian headgear that is designed for use when riding or near equines. I am not relying on Stable/Farm to provide a helmet for me, to check my helmet or helmet strap I may wear, or to monitor my compliance at any time. HELMETS ARE MANDATORY FOR PARTICIPANTS UNDER 18.

I grant Windwalker Farms [Party Receiving Permission] my permission to use the photographs and videos taken at lessons and events at Windwalker Farms for any legal use, including but not limited to: publicity, copyright purposes, illustration, advertising, and web content. Furthermore, I understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

**Lesson Package Expiration: Our Lesson 4 Packs expire 2 months after purchase and our Lesson 10 Packs expire 4 months after purchase. No refunds on any lesson packages. These packages are reserved for weekly students only with a cushion in the expiration date to account for vacations, holidays, or illnesses.**

**CANCELLATION POLICY: We *require a 24 hour notice* to cancel or reschedule a lesson. Less than then 24 hr notice and the lesson must be paid in full or a punch taken off your lesson card before rescheduling.**

**Name (Parents if student is under 18):**

**Child's Name:**

**Students Birthday:**

**Address:**

**Phone:**

**Email:**

**Emergency Contact Name:**

**Emergency Contact Number:**

**How Did You Hear About Us:**

By signing below I agree that I have (1) Fully read and understand the Waiver, Agreement and Liability Release; (2) I intend for this Waiver, Agreement and Liability Release to be valid and binding today and at all times in the future; (3) I am of sound mind and am not suffering from shock or under the influence of alcohol, drugs, or intoxicants; and (4) I am voluntarily signing the Waiver, Agreement and Liability Release.

**Signature:**

**Date:**