

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. READ THE AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

NAME \_\_\_\_\_ BIRTHDATE \_\_\_\_\_  
(Participant)

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_

ZIP \_\_\_\_\_ TELEPHONE (    ) \_\_\_\_\_

On behalf of myself, my personal representative, heirs, next-of-kin, spouse and assigns,

I HEREBY:

1. Acknowledge that horseback riding is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
2. Voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment and gear provided by \_\_\_\_\_ ("Stable").
3. RELEASE, DISCHARGE AND PROMISE NOT TO SUE the Stable and/or any of its owners, officers, employees and agents (hereinafter the "Releasees") from any and all claims, demands, damages, actions, and causes of action, of every kind, nature, and character, involving accidental loss, damage, injury or death, which may be suffered or sustained by me while I am present or participating in any activity on the premises, including any riding session, lesson, visit, function, or otherwise while on/about the Stable premises, including the stable, barn, farm, trail or surrounding areas.
4. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my riding experience, including, but not limited to, claims involving: training or selecting horses; maintaining, adjusting or providing saddles, bridles, or other equipment; instructing on riding skills; or leading and supervising riders.
5. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Stable and its owners, employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with my use of the horse and any equipment or gear provided by Stable.

6. Agree to abide by and follow any instructions given or rules established by the Stable or any of its employees, guides or wranglers with regard to my use of the horse or any equipment or gear provided by Stable.

**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.**

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS. I FURTHER UNDERSTAND THAT THIS RELEASE CONSTITUTES A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE LIABILITY ACTIVITY ACT.

\_\_\_\_\_  
Signature of Participant, if minor then signature  
of parent or guardian

\_\_\_\_\_  
Date

IF PARTICIPANT IS UNDER EIGHTEEN YEARS OF AGE, PARENT, GUARDIAN, OR CUSTODIAN MUST SIGN THE FOLLOWING INDEMNIFICATION.

**INDEMNIFICATION**

In consideration for the above minor being permitted to participate in the activities described above, I, as parent, guardian or custodian of the minor, agree to save and hold harmless, indemnify, and forever defend the above released parties or persons from and against any claims, actions, demands, expenses, liabilities (including reasonable attorney's fees), arising directly or indirectly or that are in any way connected with the minor's participation in the above activities or his or her use of the property and facilities. I, for myself and on behalf of said minor, further agree not to sue any of the released parties or persons as a result of injury, paralysis or death to said minor, in connection with his/her participation in the above activities.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent, Guardian or Custodian

\_\_\_\_\_  
Print Name of Minor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness



**Fremont Insurance**  
Insuring and Investing Exclusively in Michigan Since 1879