

## **AGREEMENT AND LIABILITY RELEASE**

This agreement and release from liability is made and entered into by and between Mary-Go-Round Equestrian LLC,

hereinafter designated Stable, and any person(s) who visit or participate in any activity connected with Mary-Go-Round Equestrian LLC, located at 7595 N Dixboro Rd in South Lyon, MI.

### **I. Agreement of risk and regulations**

On behalf of myself, my personal representatives, heirs, next of kin, minor dependents, spouse and assigns, I hereby agree to the following:

A. I have requested to enter the Stable's property, be near horses, receive riding instruction or guidance, and/or ride horses (regardless of who owns them) on, near, or off the Stable's property.

B. I understand that anyone riding or near a horse as a rider, and/or spectator and/or volunteer can suffer bodily and other injuries. Among other things horses are unpredictable by nature. For example, when frightened, angry, or under stress, a horse's natural instincts are to jump forward or sideways, or run away from danger. Horses are also known to kick, buck, rear up, strike or bite. I know that horses can do any of these things without warning. I also understand that all horses are powerful and potentially dangerous.

C. I voluntarily assume the risk and danger of injury or death inherent in the use of horses, premises, equipment and/or gear provided to me by the Stable, its owners, employees, volunteers, or agents.

D. I agree to always wear a properly fitted, secured SEI certified equestrian helmet when riding and I am not relying on the Stable to provide one for me, nor am I relying on the Stable to monitor my compliance to this agreement.

E. I acknowledge that if I am and/or my child is riding without proper footwear (hard soled with a one inch heel) or without snugly fitting, non-slippery pants, I choose to do so and allow my child to do so, knowing of the increased risk of falling off and/or being dragged by the horse, which could result in injury or death.

F. I agree to abide by and follow all Stable rules and instruction given by Stable, its owners, employees or agents.

G. I agree that the Stable will not be liable for any loss of, damage to, or theft of any personal belongings brought onto premises.

H. I agree to hold the Stable and its owner, its owners children, employees and affiliated persons blameless in the event of injury or death while on their property or in their care.

### **II. Release of Liability**

In consideration of horseback riding, taking riding lessons, as well as any other activity taking place on or off the Stable property of 7595 Dixboro Road, South Lyon, MI, under the terms of this Agreement, Rider agrees to hold harmless Mary-Go-Round-Equestrian LLC, Mary Roskens, Theodore Roskens and their respective heirs, assigns, employees, affiliated persons, as well as other owners with horses on property from liability for any and all bodily injuries or damages that Rider, as well as any

relative or guest that the Rider invites onto the premises, sustain when on or near Stable premises, whether riding or near any horses or any other animals on the property or off of the property, caused in whole or in part by the ordinary negligence of Stable, its agents, employees, and/or assistants. By the term “damages”, Rider means medical expenses, expense incurred because of bodily or property damages, and/or personal property damages. Further, Rider releases and discharges Mary-Go-Round-Equestrian LLC, Mary Roskens, Theodore Roskens, and their respective employees, agents, managers, insurers, representatives, heirs, assigns, affiliated persons, and others acting on their behalf of and from all claims, demands, actions, omissions, rights of action, or causes of action (present and future), liabilities or obligations, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of Rider’s or guest of Rider’s injury or damage that may be sustained, or property damage (except if injury or damage is caused by Stable’s gross negligence or wanton and willful misconduct). The indemnification shall also include attorney fees.

**IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE LIABILITY RELEASE CONTAINED IN THIS PORTION OF THE AGREEMENT SHALL CONSTITUTE A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 1194, P.A. 351**

**WARNING**

*Under the Michigan Equine Activity Liability Act [119 P.A. 351], 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, understood and agree to the terms of this two-page contract. On behalf of myself, my personal representatives, heirs, next of kin, minor dependents, spouse and assigns, I hereby agree to and do release, discharge and promise not to sue Mary-Go-Round LLC, doing business under its name or any other name, its owners, their children, share holders, its employees and/or agents.

Date \_\_\_\_\_

Printed name of Participant(s)

\_\_\_\_\_

Signature of Participant or Parent (if participant is a minor) :

\_\_\_\_\_

Printed name of Parent (if participant is a minor):

\_\_\_\_\_

Please complete the following section if you plan on taking regular lessons at Mary-Go-Round Equestrian and would like to have your e-mail added to our Signup Genius list.

Cell Phone(s): \_\_\_\_\_

E-mail: \_\_\_\_\_