

## **HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM**

### **Michigan Equine Activity Liability Act 351 of 1994**

**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.**

PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY THIS FACILITY AND/OR ANY INSTRUCTOR CONNECTED WITH IT DOES NOT GUARANTEE YOUR SAFETY OR THAT OF ANY HORSE.

In consideration for participating in horse-related activities or instruction connected with the Seminole Canyon Farm, the undersigned hereby agrees as follows:

A. REGISTRATION OF RIDER AND PURPOSE OF AGREEMENT: I, the following listed individual hereinafter known as the "RIDER" and the parents or legal guardian thereof if a minor, do hereby voluntarily request and agree to participate in horse riding or horse instruction on and about the Seminole Canyon Farm ("SCF"), and that RIDER will ride a horse provided to him or her by SCF, his or her own horse, or one borrowed or leased by RIDER'S own arrangement, today and on all future dates:

(RIDER, print name) \_\_\_\_\_ (age, if under 21) \_\_\_\_\_

B. SCOPE OF AGREEMENT AND DEFINITIONS: This agreement shall be legally binding upon me, the RIDER, and the parents or guardians thereof if a minor, personal representatives or assigns, including all minor children, and parental representatives. Any disputes by the RIDER shall be subject to paragraph J below and litigated in the county in which SCF is physically located. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding, instruction in, or otherwise handling of or being near horses whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse or otherwise handles or comes near a horse from the ground. The terms "I", "me", and "my" shall herein refer to the above RIDER and the parents or legal guardians thereof if a minor.

C. INHERENT RISK OF ACTIVITY: I understand that horseback riding is a rugged recreational activity and that there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. As such, related injuries can be severe or even deadly. Further, this inherent risk is not totally mitigated by either (1) the presence of an instructor or trainer or (2) by the use of a horse that has been used for or is considered usable for the instruction of beginners. Horse accidents are common and, in fact, are virtually guaranteed to occur given enough time around horses. Horse accidents are even more common with beginners although expert riders are still subject to considerable (sometimes fatal) danger from participation in this activity.

D. NATURE OF RIDING HORSES: I understand that no horse is a completely safe horse. If a horse is frightened or irritated it may divert from any training it has received and act according to its natural survival instincts which may include but are not limited to: stopping short, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, running under obstacles intended to knock the rider off, or running from danger.

E. RIDER RESPONSIBILITY: I understand that, notwithstanding the presence or participation of an instructor or trainer, upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The RIDER'S safety largely depends upon his or her ability to carry out simple instructions, and his or her ability to remain balanced aboard the moving animal (which is not easy for beginners). The RIDER shall be responsible for his or her own safety and that of an unborn child if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. SCF advises pregnant women not to ride horses.

F. CONDITIONS OF NATURE: SCF is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or otherwise react in some unsafe way. SOME EXAMPLES ARE: thunder, lightning, rain, wind, wild and domestic animals, insects, or reptiles which may walk, run, fly near, bite and/or sting a horse or person. Further, SCF is not responsible for irregular or obstructed footing on groomed or wild land (including indoor or outdoor arenas, pens, or pastures) which is subject to constant change in condition according to use, weather, temperature, maintenance (or lack thereof) and natural and man-made changes in landscape. Further still, SCF is not responsible for activities engaged in by others such as, but not limited to, hunters (shooting guns, for example), or vehicle drivers or occupants (honking horns, yelling, or throwing objects to scare a horse, for example).

G. INSPECTION OF PREMISES: I understand that RIDER has had either the opportunity to inspect or has actually inspected SCF's facilities and is satisfied that the premises are reasonably safe for RIDER'S intended purpose, usage and presence.

**H. PROTECTIVE HEADGEAR WARNING:** I agree that for myself and on behalf of my child and/or legal ward have been fully warned and advised by SCF that protective headgear should be worn while riding and I do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. **YOU MUST INITIAL THE BOXES OF ACCEPTANCE OR SIGN FOR REFUSAL.**

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**PROTECTIVE HEADGEAR ACCEPTANCE:** I/WE request to wear protective headgear which SCF provides. RIDER  Parent/Guardian#1  Parent/Guardian#2

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**PROTECTIVE HEADGEAR REFUSAL:** I/WE refuse to wear any type of protective headgear and/or will provide MY/OUR own. I/WE accept full responsibility for MY/OUR safety in this decision.

RIDER \_\_\_\_\_ Parent/Guardian: \_\_\_\_\_

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I. LIABILITY RELEASE: I agree that in consideration of SCF allowing my participation in this activity under the terms set forth herein, I, the RIDER, for myself and on behalf of my child and/or legal ward or other parent, personal representatives or assigns, do agree to hold harmless, release, and discharge SCF, its owners, independent contractors, employees, owners of premises and trails (whether or not such premises or trails are owned by SCF), insurers and others acting on its behalf (hereinafter, collectively referred to as "Associates") of and from all claims, demands, causes of action and legal liability, whether your damage be known or unknown, anticipated or unanticipated due to SCF's and/or its Associate's ordinary negligence; and I do further agree that except in the event of SCF's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against SCF and its Associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of SCF, to include while riding, handling, or otherwise being near horses owned by or in the care custody and control of SCF, whether on or off the premises of SCF.

J. ATTORNEY'S FEES: The safest course of action is not to ride or be around horses. Knowing this, anyone who nevertheless engages in and is hurt in this activity also agrees to indemnify SCF and its Associates for all reasonable attorneys fees and related costs incurred in defending themselves against any compensatory actions taken or threatened by the Rider, the parents or guardians thereof, personal representatives or assigns, including all minor children, and parental representatives. As much as we enjoy making our horses and the use of our property available to various riders (paying or otherwise), we respectfully request that if Rider believes that a horse-related personal injury or death (apart from SCF's willful and gross negligence) is justifiable grounds for shifting any part of the financial, emotional, and physical burdens of his or her injury (as onerous, regrettable, and/or tragic as they may be) back to SCF or its Associates, then *please do not participate in this activity on our property or with our horses*. We don't know how to state this more plainly. Thank you.

All riders and parents or legal guardians must sign below after reading this entire document:

SIGNER STATEMENT OF AWARENESS I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE

\_\_\_\_\_  
RIDER (riders must sign for themselves) \_\_\_\_\_ DATE

\_\_\_\_\_  
Parent, guardian and/or spouse #1 \_\_\_\_\_ for \_\_\_\_\_  
Rider (print name) \_\_\_\_\_ DATE

\_\_\_\_\_  
Parent, guardian and/or spouse #2 \_\_\_\_\_ for \_\_\_\_\_  
Rider (print name) \_\_\_\_\_ DATE

Printed name and address: \_\_\_\_\_ Phone(s) \_\_\_\_\_  
 \_\_\_\_\_ (home)  
 \_\_\_\_\_ (work)  
 \_\_\_\_\_ (mobile)

**Accidental and Personal Liability Insurance**

I hereby give permission to the owners of Seminole Canyon Farm to request medical attention in the event of an emergency and to provide my insurance information to the hospital/doctor. This will be done on my behalf only if medical attention needs to be obtained immediately. I agree to pay any and all expenses incurred to treat my self/child.

Rider or Parent/Guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_

My accidental insurance company is \_\_\_\_\_

My policy number is \_\_\_\_\_

**Picture Permission**

Seminole Canyon Farm is given permission to photograph my child during his/her attendance at camp, lessons, birthday parties, or any other equine related activity. I understand that these pictures will be used for projects and business related items such as: flyers, brochures, website, or any other advertising.

[ ] I accept and give permission: \_\_\_\_\_ Date: \_\_\_\_\_

[ ] I choose not to have my child photographed: \_\_\_\_\_ Date: \_\_\_\_\_