

Freedom Acres Farms LLC

Charlene Brown and concerned parties.

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 () _____

Email _____

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 Hideaway Stables or other boarders while present on and/or off the premises of Hideaway Stables.
3. RELEASE, DISCHARGE AND PROMISE NOT TO SUE above persons , 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 or my dependants while I am present or participating in any activity while 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. If horses, equipment or gear of the Releasees are used off the premises as for shows or trail rides, above release, discharge and promise not to sue apply for these occasions as well. If I deliberately approach any horses not owned by above released parties or use someone else's equipment or gear without their consent, while on/about the stable premises, the owners of these will automatically become included in the group of Releasees in the legal sense of this document.
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 (lessons), both paid and unpaid; or leading and supervising riders, trail riding, and trailering.

Signature

Date

Freedom Acres Farms LLC

Charlene Brown and concerned parties.

5. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Releasees 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 the Releasees.

6. Agree to abide by and follow any instructions given or rules established by the the releasees with regard to my use of the horse or any equipment or gear provided by the releasees.

Protective headgear

I acknowledge that the use of approved protective equestrian headgear is highly recommended, but I understand and acknowledge that its use does not in anyway limit the inherent risk of equine activities for myself and or my children/ ward(s). If I choose that myself and or children ward(s) shall wear protective head gear, I will supply my/ children's own head gear and be responsible for the fit and suitability of said head gear.

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 that horses are herd animals and that being in pastures with them is dangerous and reserved for catching, and should only be done by the owners of horses. They also kick and bite each other as part of normal behavior, regardless of your whereabouts.

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.

IF PARTICIPANT IS UNDER EIGHTEEN YEARS OF AGE, PARENT, GUARDIAN, OR CUSTODIAN MUST SIGN THE FOLLOWING INDEMNIFICATION, Adults shall sign for themselves.

INDEMNIFICATION

In consideration of 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, horses, equipment or gear of the releasees. 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. Freedom Acres Farms LLC; Charlene Brown, David Welling, Bethany Welling, and other concerned parties assume no responsibility for loss or accident to boarders, guest(s), Family, horses, dogs, cats, or equipment, by fire, theft, accident, sickness, or any other means. This also releases them from any possibility of compensatory or punitive damage resulting from any such injury while attending, visiting or riding on the premises.

2 Signature

Date