

MISTY MEADOWS, LLC

RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT

READ CAREFULLY AS THIS AGREEMENT LIMITS YOUR LEGAL RIGHTS AND WARNS YOU OF THE MANY DANGERS WHILE RIDING/HANDLING HORSES.

The Participant executing this Agreement below agrees for him/her self and for any minor as follows:

DEFINITIONS

"Participant" is the person executing this Agreement and includes any minor child of a Participant and includes their representatives, assigns, heirs and executors.

The "Farm" is Misty Meadows, LLC and Misty Meadows Farm, a facility engaged principally in Equine Activities.

"Equine Activities" are the horseback riding, grooming, clinics, lessons, training, competitions and shows that occur in or around the Farm and include assisting or observing others in such things and all related activities leading up to an following such activities including but not limited to handling, tacking, bathing, feeding and assisting or observing such activities.

"Trainers" include Amy Riske and all other trainers, instructors, employee, agents and other representatives of the Farm, including other participants when engaged in such activities.

"Claims" include any and all claims, demands, actions, or causes of action of any kind, known and unknown, foreseen and unforeseen, whether for bodily and personal injuries or damage to property, including an injury to horses, and all consequences resulting from such things, that arise in any manner from Equine Activities or from other activities occurring at the Farm.

"Released Parties" mean the Farm and Trainers together with their owners, directors, operators, managers, representatives, employees, agents, assigns, heirs and executors.

ASSUMPTION OF RISKS

1. PARTICIPANT ACKNOWLEDGES AND ASSUMES THE RISK THAT EQUINE ACTIVITIES ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. These risks and the injuries received may be compounded or increased by negligent maintenance of the Farm, negligent care of horses, faulty or improperly secured equipment, improper instruction and supervision, Acts of God, and negligent rescue operations or procedures of the Released Parties, negligent handling of horses and independent operations or actions by other who are or are not affiliated with the Farm.

2. PARTICIPANT ACKNOWLEDGES THAT HORSES ARE UNPREDICTABLE IN NATURE AND MAY BEHAVE IN A SURPRISING AND IRRATIONAL MANNER REGARDLESS OF THEIR TRAINING AND PAST PERFORMANCE OR THAT OF THEIR RIDERS/HANDLERS. Participant acknowledges that a horse or pony, without warning or any apparent cause, can buck, stumble, fall, roll, rear, bite, kick, bolt, run, make unpredictable movements, spook, jump obstacles, step on a person's foot, or push a person, all of which may injure Participant or cause the rider or observer to fall or be jolted, resulting in serious injury or death.

3. Participant acknowledges that saddles, bridles and other equine equipment (i) may loosen or break during the course of Equine Activities, (ii) may have hidden or latent defects, (iii) may have excessive wear not readily detectable, and (iv) require proper adjustment that is often difficult to ascertain, achieve and maintain. The breakage or improper fit or adjustment of equine equipment may cause Participant to fall or otherwise result in serious injury or death. The risks arising from

equine equipment and its adjustment are heightened for beginning riders for whom the proper use and adjustment of equine equipment is a principal part of the clinic, lesson, or training. This Agreement applies to risks, injury, and damages arising from equine equipment whether provided by Participant or the Farm or Trainers.

4. Participant acknowledges that the Farm or Trainers cannot guarantee that a horse selected for Participant will be suitable at all times as Participant acknowledges any horse no matter what age and no matter what training it has received can still be unpredictable and can cause injury.

5. Participant acknowledges that he/she understands the nature of the Equine Activities and the physical capacities required for Equine Activities, and represents that Participant has the ability to safely engage in such Equine Activities. Participant further represents that he/she has no physical or mental limitation which would affect his or her ability to engage in Equine Activities, or which would affect the ability to understand and comply with instructions from Trainers.

6. Participant acknowledges that all horse handlers and riders, and all those engaging in Equine Activities, should wear protective headgear, boots and protective clothing while riding and being near horses. Helmets must be worn by riders and handlers, must be in good condition and must be ASTM/SEI certified.

WAIVER AND RELEASE

7. In consideration of engaging in Equine Activities at the Farm, Participant fully and forever releases, waives and discharges the Released Parties from all Claims. Participant also (i) fully and forever releases, waives and discharges the Released Parties from all Claims he/she may have based upon injuries sustained by minor children and (ii) fully and forever releases, waives and discharges the Released Parties from all Claims that minor children may have against the Released Parties.

8. Participant understands and agrees that the releases and waivers provided for by this agreement are in addition to and go beyond the limitations provided for by state law, and that, by signing this agreement, Participant, for him/herself and any minor children, is knowingly and voluntarily agreeing to these further and additional limitations.

9. Participant agrees to indemnify, defend and hold harmless the Released Parties from and against any and all Claims which may be made against any one or more of the Released Parties when such Claims seek any damages or other recovery for personal injury or property damage suffered by Participant or Participant's minor children.

10. The Farm and Trainers are not responsible for any loss or damage, theft, or injury to Participant's horses, tack, or equipment. Participant understands that he or she is responsible for his/her horses, tack and equipment and will obtain his or her own health insurance and personal property insurance.

MISCELLANEOUS

11. This Agreement shall be governed by the laws of the State of Michigan and will be enforced and interpreted pursuant to such laws. This Agreement is intended to provide waivers and releases for the benefit of the Farm and Trainers that is as broad and inclusive as is permitted by the laws of this State. If any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

12. Participant agrees that this Agreement states all of the agreements between Participant and the Farm and Trainers respecting the risks of an injuries resulting from Equine Activities. No other oral representations or statements will modify or invalidate any portion of this Agreement and

Participant agrees that he/she does not rely on any oral representations or statements that may seem to be contrary to, limit, or modify the above warnings, waivers or other terms

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.

PARTICIPANT HAS READ THIS AGREEMENT AND UNDERSTANDS THE WARNINGS, ASSUMPTION OF RISK AND RELEASE OF LIABILITY STATED HERE AND AGREES TO THE SAME AS SET FORTH ABOVE ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, EXECUTORS, REPRESENTATIVES AND WHERE APPLICABLE, MY MINOR CHILD OR CHILDREN AND THEIR HEIRS, ASSIGNS, EXECUTORS OR REPRESENTATIVES.

Participant Name (Print)

Adult Signature

Date

Parent or Guardian of Minor Signature

Date

Address

Home Telephone Number

Work Telephone Number

Cell Telephone Number

Email Address

Emergency Medical Care Authorized for Minors

In the event of injury to the minor identified above, I authorize Amy Riske, or if she is unavailable, any adult Trainer, to act on my behalf if I am not present or am otherwise unavailable, to obtain such emergency medical care that may be necessary to protect the life or limb of the injured minor. I certify that I am that minor's parent, or other legal guardian, and that I have the authority both to authorize medical treatment for the minor and to delegate that authority to others.

Signature

Date

Legal Relationship to minor (Circle One): **Parent** or **Guardian**