

EQUINE ACTIVITY RELEASE

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.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AND WAIVER AND RELEASE FROM LIABILITY “I WILL NOT SUE”

I _____, know that equine activities carry significant risk of serious personal injury, death or property damage. I acknowledge that riding, training, driving, being a passenger upon an equine or assisting in any such activities while mounted or unmounted, or visiting, touring or utilizing an equine facility, or overnight boarding and care and feeding of equine, or any other activity occurring at an equine facility involves risks, which independently, or in combination with my actions, may cause severe or even fatal injuries to me or others. I agree that I alone am responsible for my safety while participating in equine activities. I acknowledge that INSERT SKI AREA NAME (“equine activity sponsor”) and its employees, agents, representatives, officers, directors, employees, members or affiliates of any persons or entities associated with them, whether as an equine professional or not, are not responsible for my safety. I specifically RELEASE and DISCHARGE in advance, those parties from any liability whether known or unknown, even that liability which may arise out of negligence or carelessness on the part of persons or entities mentioned above. I agree to accept all responsibility for the risks, conditions and hazards which may occur whether they now be known or unknown. **“I will not sue”**.

Being fully aware of the risks, conditions and hazards as a participant in equine activity I HEREBY AGREE TO WAIVE, RELEASE AND DISCHARGE any and all claims for damages for death, personal injury or property damage which I may have or which may hereafter accrue to me as a result of any participation in equine activity against any person or entity identified above, including but not limited to equine professionals, whether such injury or damage was foreseeable or not, including any such claims regarding equine activity or maintenance or the design or the condition of any equipment or tack or facility utilized by me without regard to whether such equipment or tack is specified or recommended by the persons or entities identified above. **“I will not sue”**.

I further agree to forever HOLD HARMLESS and INDEMNIFY all persons and entities identified above, generally and specifically, from any and all liability for death, personal injury or property damage, resulting in any way from my participation in equine activities. I agree that I will accept and abide by the rules and regulations of INSERT SKI AREA NAME or anyone associated with them in providing equine activities and any other rules or regulations imposed by equine professionals.

I have provided INSERT SKI AREA NAME and the equine professionals with an accurate description of my ability to engage in equine activity and my ability to safety manage any particular equine. I have given sufficient detail to support my ability.

This acknowledgement and assumption of risks and waiver and release from liability shall be binding upon my heirs and assigns.

I HAVE READ THE ABOVE TERMS OF THIS CONTRACT, UNDERSTAND THEM AND AGREE TO ABIDE BY THEM. IF SIGNING AS GUARDIAN/PARENT IN BEHALF OF A MINOR, I ACKNOWLEDGE THAT I HAVE AUTHORITY TO ENTER INTO THIS AGREEMENT AND WILL RELEASE, HOLD HARMLESS AND INDEMNIFY INSERT SKI AREA NAME, INC. AND AFFILIATES FOR ANY AND ALL CLAIMS OF THE MINOR.

PARTICIPANTS AGE 18 AND OLDER / GUARDIAN OR PARENT

PRINT NAME: _____
 Minor Participant Guardian/Parent Participant

SIGNATURE: _____ DATE: _____

PRINT NAME: _____
 Minor Participant Guardian/Parent Participant

SIGNATURE: _____ DATE: _____

ADDRESS: _____
CITY: _____

STATE: _____ ZIP CODE: _____ HOME
PHONE: _____

WITNESS _____ DATE: _____
