

Waiver, Agreement and Liability Release

I agree to the following agreement with K. Colfer Sporthorses LLC, a Michigan limited liability company (hereafter referred to as "Stable") as a condition for its allowing me and the persons identified below (if any), to do any or all of the following at any time and at any location: enter the Stable's premises, facilities, barns, arenas, and surrounding land; be near horses or ponies (hereafter referred to as "equines"), work with equines, ride equines; receive instruction or guidance at any location related to riding, handling, showing or working with equines; and attend or participate in horse shows, clinics, demonstrations, or schooling shows on or off of the Stable's property. All of these activities described above, individually and collectively and in any state will be referred to hereafter as "The Activities."

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell/other: _____

Email: _____

To the fullest extent allowed by law, I also make this agreement on behalf of the following persons, who is/are my child/ren or legal ward/s:

Name: _____ Age: _____ Name: _____ Age: _____

Name: _____ Age: _____ Name: _____ Age: _____

All parts of this agreement shall apply to me, and the children/legal wards listed above. Who will hereafter be referred to collectively as "I," "me," or "my". This Waiver, Agreement and Liability Release is intended to be valid and binding at all times, now and in the future, when the Stable permits me (directly or indirectly) to engage in any or all of The Activities at any time and at any location.

It Is Hereby Agreed As Follows:

1. I have requested to engage in any or all of The Activities, now and/or in the future.
2. **Risks:** I understand that anyone riding, handling, working with or near and equine can suffer bodily and other injuries. Equines are unpredictable by nature. For example when frightened, angry or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck rear, spin around, strike or bite. I know that equines can do these and other things without warning. I also understand that all equines even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people, equines, and other animals around them.

Further, I understand that riding, handling, working with, or being near an equine can expose me to numerous hazards, which could include : the propensity of equines to behave in a way that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to sounds, sudden movements, weather, and unfamiliar objects, persons or other animals; certain hazards such as surface or subsurface conditions, of the land where The Activities take place. **I understand these risks and dangers that are inherent in equine related activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned above. I am not relying on the Stable to list all possible equine related risks in this document or at any time, now or in the future.**

3. **Waiver and Liability Release:** As consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, I (on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor children or legal wards, if any) agree to each of the following:
- a) K. Colfer Sporthorses LLC, Katie Reece and their members, managers, heirs, representatives, employees, agents, assigns and others acting on their behalf (hereafter referred to as "The Released Parties") shall not be liable for any damages that I (and or my minor children or legal wards, if any) may sustain as result of engaging in any of The Activities at any time or at any location.
 - b) I/we fully and forever release, waive and discharge all claims demands, damages, legal actions, causes of action or rights of action (present or future) against The Released Parties whether the claims are known, unknown, anticipated or unanticipated, and whether caused by their ordinary negligence or other legal liability, resulting from or arising out of my/our engaging in The Activities at any time and at any location. The term "damages" means, for example, medical expenses, any and all claims or losses because of bodily injuries, mental/emotional injuries, or property damages, death, and/or personal property damages. This Waiver, Agreement, and Liability Release is intended to apply and be binding whether or not I/we are riding equines, handling equines, or near equines. In accordance with Michigan law, however, we are not releasing The Released Parties from loss, injury, or damage that is directly caused by Stable's gross negligence or willful and wanton misconduct.

WARNING

Under the Michigan Equine Activity Liability Act [1994 P.A.351], an equine professional is not liable for an injury or death of a participant in an equine related activity resulting from an inherent risk of the equine activity.

It is mutually understood and agreed that the Waiver, Agreement, and Liability Release in this document is a waiver of liability beyond the provisions of the Michigan Equine Activity Liability Act, 1994 P.A.351. By signing this Waiver, Agreement and Liability Release, I agree not to bring any claim or suit against the Released Parties under any exception in that law. In particular, I agree not to bring a claim or suit for:

- a) Faulty tack or equipment
 - b) Failure to make reasonable and prudent efforts to determine and equine activity participant's ability to safely manage an equine.
 - c) A dangerous latent condition of any part of the land
 - d) Any act or omission that may constitute ordinary negligence by Stable or by those affiliated with the Stable (except if the loss, injury, or damage is caused by the Stable's gross negligence or willful and wanton misconduct.
4. **Indemnification:** To the fullest extent permitted by law, I also agree to indemnify and hold harmless The Released Parties against all claims, demands, or lawsuits that are brought against The Released Parties by any third person(s) ["third persons" are people who are not parties to this Agreement, including, but not limited to, other persons on or near the property where The Activities take place, my relatives, guests etc.] or brought against any of The Released Parties by my minor child/ren and which are in any way connected with my/our participation in any of The Released Activities at any time and at any location, including claims that allege acts or omissions of The Released Parties that are negligent or in violation of an Equine Activity Liability Act. This indemnification shall also include reimbursement of Stable's reasonable attorney fees.

5. **Emergencies:** Person(s) to contact in case of emergency
Name: _____ Phone number(s) _____

Name: _____ Phone number(s) _____

6. **ASTM/SEI Headgear:** I agree to be fully responsible for my own safety at all times. The Stable has advised me that, for my own protection, I should purchase and wear properly fitted and secured ASTM- Standard/SEI- Certified protective equestrian headgear that is designed for use when riding or near equines. I am not relying on the Stable to provide a helmet for me, to check any helmet or helmet strap I may wear, or to monitor my compliance with this suggestion at any time. If I choose to wear an equestrian helmet, or if I choose not to, this is my decision alone.
- a. I understand that I may be provided, at my request, with an equestrian safety helmet that is ASTM- Standard/SEI certified and designed for use when riding or when near an Equine. I understand that these helmets are designed to reduce the severity of some head injuries and possibly prevent death from happening as the result of a fall or other occurrences, but they cannot prevent all injuries or even death from occurring. I understand that K. Colfer Sporthorses LLC cannot guarantee the suitability of any helmet provided now or in the future.
7. Independent Equine Professionals: I am aware that equine professionals (such as trainers, clinicians, or instructors) may do business on the Stable's property. However, I understand that they have independent businesses, and they have no employment, partnership, joint venture, principal agent or other similar arrangement with the Stable.
8. This Waiver, Agreement and Liability Release is governed by Michigan law and is intended to be as broad and inclusive as Michigan law permits. Should any part of this document be in conflict with Michigan law, only that part will be void, but the remainder of this document shall stay in full force and effect at all times, now and in the future. Should I breach this Waiver, Agreement, and Liability Release, or any part of it, I agree to pay the attorney's fees and court costs related to such breach, that are incurred by Stable and/or persons directly affiliated with the Stable. I also agree to pay any attorney fees and costs to enforce this Agreement, and I agree to indemnify and hold harmless The Released Parties for such fees and costs. It is also mutually agreed that any disputes that may arise under this Waiver, Agreement and Liability Release, or any activities that are undertaken pursuant to this document, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Emmet County, Michigan.
9. I Represent (please initial each line below)
- _____ I am at or over the age of 18;
 - _____ I am of sound mind and am not under the influence of alcohol, drugs, judgement altering medication or other intoxicants;
 - _____ I have read and understand the entirety of this Waiver, Agreement and Liability Release;
 - _____ I intend for this Waiver, Agreement and Liability Release to be valid and binding today and at all times in the future;
 - _____ I am the parent/legally appointed guardian of the child/ren listed in this document;
 - _____ By signing this document, I acknowledge that if anyone is hurt or property damaged by participation of myself and/or my minor child/ren in any activities, I may be found by a court of law to have waived my right to bring a lawsuit against any or all of the Released Parties;
 - _____ All of the information I have provided is true and accurate.

Signature: _____

Print Name: _____ Date: _____