

**AGREEMENT AND LIABILITY RELEASE**  
**PLEASE READ CAREFULLY BEFORE SIGNING**

I agree to the following with WILLOW FARM THERAPEUTIC RIDING

(Referred to as "WFTR"), as a condition for its allowing me and the person(s) identified below, to enter the property of WFTR, be near horses, receive riding instruction, work near horses, and/or ride horses on or off the WFTR property.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: (h): \_\_\_\_\_ (cell): \_\_\_\_\_

(w): \_\_\_\_\_ (email): \_\_\_\_\_

I also make this agreement on behalf of the following, who are my children or legal wards:

1. \_\_\_\_\_ Age \_\_\_\_\_ 2. \_\_\_\_\_ Age \_\_\_\_\_

All parts of the agreement shall apply to me, and the children/legal wards listed above. (We will collectively call ourselves "I", "me", or "my" throughout this Agreement.) This agreement is binding when WFTR permits me to enter the property for any purpose, be near horses on the premises, receive riding instruction at any location, and/or ride horses on or off WFTR property.

**IT IS HEREBY AGREED AS FOLLOWS:**

1. I have requested to enter WFTR premises, be near horses, work near horses, receive riding instruction on or off WFTR property, and/or ride on or off of WFTR property.
2. I understand that anyone riding on near a horse can suffer bodily and other injuries. Among other things, no horse is completely predictable. For example, when frightened, angry, or under stress, a horse's natural instincts are to jump forward or sideways, or run away from danger by trotting or galloping. Horses are also known to kick, buck, rear up, or bite. I know that horses can do any of these things without warning. I also understand that all horses are powerful and potentially dangerous animals. Further, I understand that horseback riding can expose me to numerous hazards which could include: a horse's unpredictable reactions to things such as sounds, sudden movement, people, animals, or unfamiliar objects, surface conditions on or near WFTR premises, and/or collisions with other horses or objects. I understand these and other risks are dangers inherent in equine activities and I expressly agree to assume them.

3. **LIABILITY RELEASE:** I assume full responsibility for any and all bodily injuries or damages which I may sustain when on or near WFTR property as well as when riding horses on, near, or off WFTR property. By the term "damages" I mean, for example, medical expenses, expenses incurred because of bodily injury or property damages, and/or personal property damages. I, for my heirs, administrators personal representatives or assigns, release and discharge WFTR and its employees, agents, managers, trainers, instructors, volunteers, insurers, representatives, and others acting (present and future), whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained, or property damage which may occur as a result of being on the premises of WFTR, being near horses, riding horses on WFTR premises, receiving riding instruction and/or riding horses off WFTR premise. It is understood that this Agreement does not apply if my injury or damage is caused by the gross negligence or wanton and willful misconduct of WFTR.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE PROVISIONS OF THIS LIABILITY RELEASE SHALL CONSTITUTE A WAIVER OF LIABILITY FOR AN INJURY TO, OR DEATH OF AN EQUINE ACTIVITY PARTICIPANT BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 1994 P.A. 351

4. **WARNING:** Under Michigan Equine Activity Liability Act (1994, P.A. 351), an equine professional is not liable for an injury or death of participants in an equine activity resulting from inherent risk of the equine activity.
5. **INDEMNIFICATION:** I also hereby agree to indemnify and hold harmless WFTR and its employees, agents, manager, trainers, instructors, volunteers, insurers, representatives, and others acting on their behalf against all damages which are sustained or suffered by any third person(s) (people who are not parties to this Agreement, including but not limited to, my relatives, guests, ect.), including any and all premises of WFTR, or being near horses off the WFTR property. This indemnification shall include all attorney fees.
6. I am fully responsible for my own safety while on, near, or off WFTR property. I understand WFTR advised me that I should wear and/or purchase properly fitted and secured ASTM-standard/SEI-certified protective headgear at all times when riding or near horses.

7. I represent that I am now and will be at all times while on or near WFTR property covered by accident/medical insurance.

My insurance company is: \_\_\_\_\_

My policy # is: \_\_\_\_\_

8. Michigan Law shall govern this Agreement. Should any clause conflict with State Law, that clause will be null and void and the remainder of the Agreement shall remain in effect.

9. ALSO, I REPRESENT THAT:

- I AM AT OR OVER 18 YEARS OF AGE, OF SOUND MIND, AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS;
- I HAVE READ THIS ENTIRE AGREEMENT AND LIABILITY RELEASE (3 PAGES), AND I UNDERSTAND IT; AND
- ALL INFORMATION I HAVE PROVIDED HEREIN IS TRUE AND ACCURATE.

SIGNATURE OF CONTRACTING PARTY: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF WFTR REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_