

LIABILITY WAIVER AND RELEASE

THIS IS A LIABILITY RELEASE - PLEASE READ CAREFULLY BEFORE SIGNING

I, _____, understand that there are risks inherent in equine activities including, but not limited to (1) the propensity of horses to behave in ways that may result in injury, harm or death to persons on or around them and/or damage to property in their vicinity (2) the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals, regardless of its training and past behavior (3) certain hazards such as surface and subsurface objects and (4) collisions with other horses, animals, people and objects.

I further understand that the handling, use, riding, and/or being in the vicinity of any horse, or any equine activity, involves inherent risks of personal physical injury, including but not limited to, lacerations, bruises, fractures, head injuries, and death.

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 OR THE EQUINE ACTIVITY.

1. **Assumption of Risk.** With full knowledge and awareness of risks delineated above and all other dangers inherent to horseback riding and related equine activities including but not limited to being in the vicinity of any horse, I am knowingly participating in instruction and/or training and/or riding a horse and/or being in the vicinity of any horse and voluntarily engage myself in these activities and fully assume all risks involved, including but not limited to, risks associated with the use of any horse, equipment, gear, tack, and/or my presence at the facility or on the premises known as **HOFFMAN FARMS INC.** located at **2521 Rose Center Rd. Highland, Michigan 48356** (the "Premises").

2. **Release, Discharge, and Promise Not to Sue.** On behalf of myself, my heirs, my estate, personal representatives, or assigns, I hereby forever release, discharge, and promise not to sue **HOFFMAN FARMS INC. and/or ROBERT J. HOFFMAN and/or HALEY BRUSH and/or BRECKENRIDGE FARM, LLC. and/or LISA H. OBERG and/or VANTAGE POINT FARM, INC. and/or AMBER SORG** doing business under their own name or any other name and/or any of their members, officers, employees, agents, directors, managers, representatives, assigns, successors, (individually and collectively) (hereinafter the "**Released Parties**") for any and all losses and/or claims, actions, demands of any kind, damages, or obligations, in law or in equity, which may presently exist or may hereinafter accrue of every kind and nature, known or unknown, arising out of or relating to my presence on the Premises.

3. **Waiver of Liability** In consideration of being permitted on the Premises for any purpose, including but not limited to participation in any equine-related activity and/or being in the vicinity of horses, I, for myself, my heirs, personal representatives, my estate, or assigns do hereby release, waive, and discharge the **Released Parties** from any and all liability associated with my participation in any equine-related activity and/or presence on the Premises.

4. **Disclaimer of Warranties as to Premises.** I further agree that no warranties or representations as to the condition or safety of the Premises have been made. I have inspected the Premises and facilities and find same to be in safe and proper order. I promise not to sue the **Released Parties** for any personal injury or damages including death which I may suffer while on Premises. I agree to indemnify and hold the **Released Parties** harmless from any claims or demand for damages caused by or relating to my presence on the Premises described herein to me whether intentionally, negligently or without fault.

5. **Indemnification and Hold Harmless Regarding Participant-Owned Horse.** Participant agrees that he/she shall be solely responsible for all acts, behavior and health of the Participant-Owned horse at all times and agrees to indemnify and hold harmless the **Released Parties** against all damages sustained or suffered by reason participating in equine-related activities, or presence on the premises, including but not limited to transmission of any equine related illness or disease and/or for any claims, causes of action, demands, damages, expenses (including attorney fees), or any injuries whatsoever including death caused by, arising out of, or in any way relating to the Participant-Owned horse regardless of the cause.

6. **Choice of Law and Savings Clause.** I expressly agree that the foregoing release and waiver of liability and assumption of risk agreement is governed by the State of Michigan and is intended to be as broad and inclusive as is permitted by Michigan law, and that in the event any portion of this agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the balance of this agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

7. **Participant Representations and Warranties.** I expressly represent that the Participant, whether myself or my minor child, has NO PHYSICAL OR MENTAL CONDITIONS THAT MAY AFFECT THE PARTICIPANT'S SAFETY AND/OR ABILITY TO RIDE A HORSE AND/OR TO BE IN THE VICINITY OF A HORSE.

I HAVE READ AND UNDERSTAND THIS ENTIRE LIABILITY RELEASE.

Print Name (Participant)

Print Name (Participant's Parent or Legal Guardian)

SIGNATURE (Participant or Participant's Parent or Legal Guardian) **DATE**

Street Address City State Zip Code

(Area Code) Phone Number EMAIL