

Vantage Point Inc., Windmill Farm, and Commerce Township

Liability Release and Assumption of Risk Agreement

- A. REGISTRATION OF PARTICIPATION AND AGREEMENT OF PURPOSE I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in equestrian lessons/training/activities provided by Vantage Point Inc. and Windmill Farm.

Participant name: _____ age: _____ date of birth: _____

Does participant have any physical or mental condition(s) that may affect his/her safety and ability to ride a horse?
YES NO (circle one) If yes, explain: _____

MEDICAL INSURANCE I/WE AGREE THAT: Should medical treatment be required, I and / or my medical insurance SHALL PAY FOR ALL such incurred expenses.

My medical insurance company is _____ my policy # is _____

- B. AGREEMENT SCOPE DEFINITIONS This agreement shall be legally binding upon me the registered participant, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of Michigan. This agreement is intended to be valid and binding at all times now and in the future when Vantage Point Inc. permits me (directly or indirectly) to be near any horse, receive instruction or guidance from its associates and / or when I ride.
- C. INHERENT RISKS / ASSUMPTION OF RISKS I ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in horseback riding and equine related activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, death, harm, or loss to persons on or around the animal. A horse may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; spinning around; changing directions and / or speed at will; shifting its weight; bucking; rearing; kicking; biting; and / or running away. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above.

MICHIGAN 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.

I, the undersigned, understand that equine activities are risky by nature. It is mutually understood and agreed that this release constitutes a waiver of liability beyond the provisions of the Michigan Equine Activity Liability Act (1994 P.A. 351).

- D. LIABILITY RELEASE I AGREE THAT: I _____ [name of participant, or name of participant's parent or legal guardian on behalf of said participant], do hereby release and forever discharge Lisa Oberg (Vantage Point Farm), Carrie Hancock (Windmill Farm), its agents and assigns, together with the Charter Township of Commerce, its elected and appointed officials, all employees, attorneys, agents and/or authorities from any and all claims and demands of every kind, nature, and character which I may hereafter acquire or have accrued to me for any and all property damages, losses and injuries which may be suffered or sustained by me while I am present on the aforesaid land or participating in any activity originating from said property or any further events for which I may qualify. All such claims and demands are hereby waived and released, and I further covenant not to sue therefrom.

Signature of participant _____ date _____

Signature of parent/guardian _____ date _____

Address _____

Phone number(s) _____

Person to contact in case of emergency _____ phone number _____