

WAIVER, AGREEMENT, AND LIABILITY RELEASE

WARNING: Under the Michigan Equine Activity Liability Act, MCL 691.1661 et seq (“the Act”), an equine professional is not liable for an injury to of the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

In consideration for _____ (parent) and _____ (minor child) (hereafter collectively “the Participants”) access to and participation in the equine activities provided by Legacy Stables, Karin’s Horse Connection, A Vaulting Connection, Legacy Jr.s’, and or Therapeutic Horse Connection located at 8001 Patterson SE, Caledonia, MI 49316 (hereafter collectively as “the Barn”) including but not limited to use of its horses, buildings, arenas, trails, and surrounding land, whether leased, owned or adjacent including access to and use of all of the Barn’s buildings, tack, horses, arenas, trails, facilities, and surrounding lands, whether leased by, owned by, or adjacent to the Barn (hereafter referred to as the “Facilities”), and/or for participating in any and all equine activities, whether I am a participating as a trainer, rider, spectator, volunteer, lungeor, or have any other involvement whatsoever in any equine activities, I expressly agree to assume any and all risks inherent with such equine activities on behalf of myself and/or of my minor child(ren). I further state that this written Waiver, Agreement, and Liability Release (“the Agreement”) was not procured by fraud, and that it is clear, unambiguous and explicit in expressing the intent of the Stables and of the Participants.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE WAIVER, AGREEMENT, AND LIABILITY RELEASE SET FORTH IN THIS DOCUMENT CONSTITUTES A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE ACT. If I am signing on behalf of my minor child(ren), I further hereby agree to explain to the minor child(ren) all risks associated with participation in equine activities and or of the sport of vaulting (“the equine activities”), the minor’s/(s’) personal responsibilities for adhering to the rules, and to obtain the minor’s(s’) consent to be subjected to the risks associated with equine activities. I personally have read and understand and agree on behalf of myself and my minor child(ren) to be bound by the terms of this Agreement. I assume full responsibility for any and all bodily injuries resulting from engaging in any and all equine activities, and assume full responsibility for any and all medical expenses and/or property damage or loss which I or my minor child(ren) may sustain while at the Stables or while participating in any equine activities, without limitation. To the greatest extent allowed under Michigan law, I agree to indemnify, hold harmless, release, and discharge the Stables, the Facility, and or the Board; Board members; administrators; directors; owners; officers; managers; independent contractors; employees; agents; representatives; assigns; owners of the real estate/premises, trails and adjacent land; insurers; volunteers; and any others acting on the Stable’s behalf (collectively the “Associates”) from any and all claims or law suits including but not limited to personal injury, death, property damage, or property loss suffered by Participants that arises in connection with participating in any equine activities and/or equine-related events, including but not limited to vaulting on a barrel, and/or which occurs while visiting the Facility. I also agree to pay the Stable’s and or any Associate’s actual attorney’s fees, court costs, and expenses incurred in defense of any claims/suit brought by me or brought by my minor child(ren) against the Stables, the Facilities, or any Associates for any and all claims, including but not limited to bodily injury, harm, wrongful death, negligence, recklessness, negligence, and or gross negligence. This Agreement shall be legally binding upon the heirs, estate, assigns, and personal representatives of the Participants. This agreement shall be interpreted according to the laws of Michigan. Should any clause conflict with State law, that clause will be null and void and the remainder of this Agreement shall remain in effect. Any disputes shall be litigated in a state or federal court of proper jurisdiction located in or nearest to Kent County, Michigan.

Non-Disparagement Provision

In the unfortunate event that I am not completely happy with my experience at the Stables, then I agree to contact the Stables and attempt to resolve any issues or concerns before I engage in any disparagement of the Stables on social media or on any media platform.

I HAVE READ THIS ENTIRE AGREEMENT AND ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT I GIVE UP THE RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE STABLES, THE FACILITY, AND OR ANY OF THE ASSOCIATES, EVEN IF ANY OF THEM NEGLIGENTLY CAUSE BODILY INJURY, DEATH, OR PROPERTY DAMAGE. IF I AM A MINOR, I AM SIGNING WITH THE KNOWLEDGE AND CONSENT OF MY PARENT OR LEGAL GUARDIAN WHO HAS ALSO READ AND SIGNED THIS DOCUMENT.

Participant’s name _____ Parent name (if participant is a minor) _____

Participant’s signature _____ Date _____ Parent/Guardian’s signature _____ Date _____

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

Cell Phone: _____ Home Phone: _____ E-mail: _____

Please add me to e-newsletter: () Yes () No. How did you hear about us? _____

Optional Photo Release

I give my permission to Legacy Stables/Karin’s Horse Connection/Therapeutic Horse Connection/Legacy Juniors/and or A Vaulting Connection/Therapeutic Horse Connection to use my and/or my child’s photo or image and/or videotaping and/or artwork for use in general information, promotional materials, YouTube, Facebook, and any other marketing activities or promotional materials.

Participant’s signature _____ Parent/Guardian signature (if minor) _____