

## 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 or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.**

In consideration for \_\_\_\_\_ (hereafter collectively “the Participant”) 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 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). That includes, but is not limited to, assuming all risks that participation in such equine activities and in-person interaction with others at the Barn and or the Facilities could increase my and/or my minor’s risk of contracting COVID-19 or other infectious diseases.

For my and other participants safety, I also agree to comply with the safety and hygiene COVID-19 protocols the Barn has implement and confirm that I will only participate in any equine activities by the Barn and or at the Facilities if:

- I have not traveled internationally in the last 14 days;
- I have not traveled to an area highly impacted by COVID-19 in the last 14 days;
- I have not knowingly been exposed to a person with a confirmed or suspected case of COVID-19; and
- I am not experiencing any symptoms typically associated with COVID-19 (including cough, fever, or shortness of breath). If I do develop such symptoms, I will immediately notify the Barn and not participate in any equine activities.

Understanding the above risks and my obligations to comply with the Barn’s COVID-19 protocols, I freely and voluntarily enter into this written Waiver, Agreement, and Liability Release (“the Agreement”), and that it is clear, unambiguous and explicit in expressing the intent of the Barn and of the Participant.

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.

To the greatest extent allowed under Michigan law, I agree to indemnify, hold harmless, release, and discharge theBarn, the Facility, and or the Board; Board members; owners; officers; managers; independent contractors; employees; agents; representatives; owners of the real estate/premises and adjacent land; insurers; volunteers; and any others acting on the Barn’s behalf (collectively the “Associates”) from any and all claims or lawsuits including but not limited to personal injury, death, property damage, property loss suffered by Participant or resulting from Participant’s exposure or contracting of COVID-19 or another infectious disease that arises in connection with participating in any equine activities including but not limited to vaulting on a barrel, and/or which occurs while visiting the Barn and or Facility. I also agree to pay the Barn’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 child(ren) against theBarn, 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 Participant. 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 exclusively litigated in a state or federal court of proper jurisdiction located in or nearest to Kent County, Michigan.

**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 BARN, 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) \_\_\_\_\_