

WAIVER, AGREEMENT, AND LIABILITY RELEASE

WARNING: Under the Michigan Equine Activity Liability Act, MCL 691.1661 *et seq* (“*the Act*”), an equine activity sponsor, an equine professional, or another person is not liable for an injury to or the death of a participant or property damage resulting from an inherent risk of an equine activity. Pursuant to the Act, two persons may agree in writing to a waiver of liability and shall such waiver shall be valid and binding by its terms.

_____ (collectively, “the Participant”) desire(s) to have access to and to participate 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 other equine activities or related activities, including vaulting on a barrel and in-person interaction with others at the Barn and/or Facilities (collectively, the Equine Activities”). In consideration of the Barn’s permission for me to participate in such activities, and 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 the following:

Voluntary Assumption of Risk. I acknowledge and agree that all Equine Activities contain inherent risks, including the risk of loss, injury, or death. I accept all risks of my or my child’s participation in such Equine Activities and assume full responsibility for any loss, injury, death, or damage arising in connection with such participation, including, but not limited to, any risk of contracting COVID-19 or other infectious diseases. I represent and warrant on behalf of myself and/or my child that I have insurance appropriate to my needs and the needs of my family or other dependents, with regards to such possible loss, injury, death, or damage.

Release of Liability; Indemnification. I agree not to sue the Barn, the Facilities, or its volunteers, employees, contractors, agents, members, managers, shareholders, officers, directors, representatives, insurers, or any others acting on the Barn’s behalf (collectively, the “Released Parties”) in respect of, and hereby forever release them from all liability for economic loss and/or physical or mental injury, direct or indirect, arising in connection with my or my child’s participation in Equine Activities, including but not limited to: a) personal injury; b) temporary or permanent disability; c) death; d) any emotional distress; e) any loss of services, financial support, aid, consortium, or companionship; and f) any damage to or loss of property. This Waiver, Agreement, and Liability Release applies even if the loss or injury complained of was caused in whole or in part by the omissions, conduct, and/or negligence of any one or more of the Released Parties.

To the greatest extent allowed under Michigan law, I agree to indemnify, defend, release, discharge, and hold the Released Parties harmless from and against any actual or threatened claims, demands, judgments, and costs, including but not limited to actual attorney’s fees, made by: a) third parties with regard to the Participant’s negligence, misconduct, and/or loss of/damage to property; b) me with regard to the Participant’s negligence, misconduct, loss of/damage to property, my breach of this Agreement, and/or risks assumed or claims released by me in this Agreement; c) the Participant with regard to the Participant’s negligence, misconduct, loss of/damage to property, Participant’s breach of this Agreement, and or/risks assumed or claims released by this Agreement; d) my family members, dependents, or heirs with regard to the Participant’s negligence, misconduct, loss of/damage to property, my breach of this Agreement, and/or risks assumed or claims released by me in this Agreement; and e) third parties which I, the Participant, and/or my family members, dependents, or heirs, may sue or recover damages from, to the extent the third party seeks or obtains indemnification or other recovery from any one or more of the Released Parties.

COVID-19 Protocols. For my and other participants safety, I agree to comply with the safety and hygiene COVID-19 protocols the Barn has implemented and confirm that I will only participate in any Equine Activities and in-person interaction with others at 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.

Responsibility for Safety On behalf of myself and/or my child, I am responsible for ensuring that the Participant: a) is in a state of health to participate in Equine Activities; b) acquires and maintains appropriate insurance coverage, including health insurance; c) understands all Equine Activity information and instructions; and d) acts in a manner considerate of fellow participants. I will be solely responsible for making sure that the Participant follows all applicable laws, rules, and

regulations. 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, 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.

Right to Decline or Excuse. I understand that the Barn reserves the right to decline to allow me or my child to participate in any Equine Activities at any time, for any or no reason.

Miscellaneous. I acknowledge that all terms and conditions provided herein are binding upon me, the Participant, and my family members, dependents, estate, heirs, successors, and legal personal representatives. I agree that any claim or dispute arising out of or relating to this Agreement, the Participant's participation in Equine Activities, or my relationship with the Barn will be resolved in the courts of Kent County, Michigan, USA and will be governed by Michigan law. Should any clause conflict with State law, that clause will be null and void and the remainder of this Agreement shall remain in effect. I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Michigan and the United States of America. I further agree that if any portion of this Agreement is held invalid, the remaining provisions of the Agreement shall continue in full legal force and effect.

I have read each and every paragraph in this document. I am entering into this waiver, agreement, and liability release on behalf of myself, my spouse or domestic partner, the child(ren), and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons. If signing for a child, I represent and warrant that I am the parent, legal guardian, or power-of-attorney of the above listed child(ren) and have the authority to execute this Agreement and act on his/her/their behalf.

NOTICE: This is a legal document and releases certain of your rights.

You should only sign this document if you have read it and agree to its terms.

Your signature below indicates that the terms of this document are acceptable to you and that you agree to be bound by the terms and conditions contained in this document. 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 Media Release

By signing below, I, on behalf of myself and/or my child, irrevocably agree and consent to the use of the Participant's image, likeness, voice, and/or artwork in any and all print and electronic materials by the Barn and its licensees, successors, and assigns, including for use in general information, promotional materials, YouTube, Facebook, and any other marketing activities or promotional materials. I, on behalf of myself and/or my child, irrevocably authorize the Barn and its licensees, successors, and assigns to edit, alter, copy, exhibit, publish, and distribute the Participant's image, likeness, voice, and artwork for any purpose; waive the right to inspect or approve the finished product; and waive any right to royalties or other compensation arising out of or related to the use of the Participant's image, likeness, voice, and artwork.

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