

**Clean Acres
Shelly Sylvester
5981 Thomas Rd.
Oxford MI 48371**

THIS RELEASE OF LIABILITY IS MADE AND ENTERED INTO ON THIS _____ DAY OF _____ 20__ BY SHELLY SYLVESTER, HEREINAFTER DESIGNATED MANAGER AND _____ HEREINAFTER DESIGNATED RIDER; and if Rider is a minor, Rider's Parent/Guardian. In return for the use, today and on all future dates, of the property facilities and services of the Manager, the Owner, Rider, his heirs, assigns, invitees, minors, and legal representatives, hereby expressly agree to the following:

It is the responsibility of the rider to carry full insurance coverage on personal properties, all equipment, tack, and themselves, invitees, family, and minors. Rider agrees to assume any and all risk involved on or arising from rider's use of presence upon Manager's property and facilities including, without limitations but not limited to, the risk of death, bodily injury, property damage, falls, kicks, bites, collision with vehicles, horses or stationary objects, fire or explosions, or the negligence or deliberate act of another person, an act of God, theft, or any weather conditions.

Rider agrees to hold Manager and all of it's successors, assigns, subsidiaries, affiliates, employees, and agents completely harmless and not liable and release them from all liability whatsoever and agree not to sue them on account of or in connection with any claims, causes of action, tort action, injuries, damages, costs or expenses arising out of the rider's use of or presence upon Manager's property and facilities, including without damage, including consequential damages.

Rider agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

Rider agrees to indemnify and defend Manager against, and hold it harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in anyway arise from rider's use of or presence upon the Manager's property and facilities. Rider agrees to abide by all Manager's rules and regulations.

This contract is non-assignable and non-transferable and is made entered into the State of Michigan, shall be enforced and interpreted under the law of this state. When the Manager and Rider or Rider's Parent/Guardian sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

I have no questions, have read and understand the entire above stated wording and warnings. Any of the following conditions that might result in injury, harm, or death to person on or around any equine:

- The propensity of any equine to behave in any ways that may result in injury, death, or loss to persons on or around the equine.
- Not responsible for injury or death caused to anyone by another horse or to your horse, even in the event of an accident.
- Stable assumes no responsibilities or liability for any and all personal injury to the rider or anyone (invitees) associated with the riding or care of any horse or horses at this stable.
- Providing faulty equipment, failing to make a reasonable determination about individuals ability, failing to warn of specific hazard on the premises or intentionally. Other equine activities include training, teaching, instructing, testing, or evaluating, inspecting, boarding, daily care, loading and unloading or transporting, removal and replacement of horseshoes, any Farrier care, any assistance with veterinary treatment or care, medical or maintenance care.
- If the injury was wholly or partly your fault- perhaps by unsafe teaching procedures, or teaching a lesson in an unsafe environment or using a lesson horse which you knew has unsafe habits
- In any equine event of an event or carelessness is particularly severe, “gross negligence” or “willful negligence”.
- I shall bring no claims, recover, demands, actions and causes of action, and/or litigation, against this stable for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of this stable, (including) while riding, handling, or otherwise being near horses owned or cared by or in care, custody and control of this stable.
- Rider by his or her own conduct has assumed the risk of such an accident occurring
- The riding, inspecting, or evaluating of any equine owned by another person, regardless of whether the Owner has received anything of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate it.
- All applies mounted or not mounted
- Being a passenger upon an equine, or spectator at an equine activity
- The unpredictability of an equine reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals.
- A collision or colliding with another equine, another animal, pedestrians, or an object.
- Hazards, including, but not limited to, surface or subsurface conditions.
- The harm involved by a dangerous latent condition on the land on which or the premise on which harm occurs. The Owner, tenant, of lessee knew but failed to exercise reasonable care to make the condition safe, or to warn the person of the condition or risk

The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over an animal or not acting within his or her ability or actions. A person that is on or near a horse and that by being on a horse or near a horse, persons are assuming those risks. All applies on or off property.

IT IS RECOMMENDED ALL RIDERS WEAR ASTM/SEI APPROVED HELMETS.

NOTICE- PREMISE IS A WORKING FARM SETTING. OWNER HAS ACCESS TO TRAILS, ROUND PEN, AND RIDING ARENA. FARM AND OTHER EQUIPMENT ARE IN USE ON PREMISE AND STORED ON PREMISE. THERE ARE OTHER ANIMALS AND CHILDREN.

WARNING

UNDER THE EQUINE LIABILITY ACT, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR THE INJURY TO OR DEATH OF A PARTICIPANT IN AN EQUINE ACTIVITY RESULTING FROM AN INHERENT RISK OF THE EQUINE ACTIVITY.

ALL MINORS MUST SIGN AND DATE

Rider's Signature Date of Birth

Today's Date

Parent/Guardian's Signature Date

2nd Parent/Guardian's Signature Date

Street Address

Phone Number (home and cell)

City/State/Zip

Insurance Information

Manager's Signature

**Have a Wonderful ride & always think
Safety first**

