

Oakland Hills Farm

Agreement & Liability Release

PLEASE READ CAREFULLY BEFORE SIGNING

I AGREE to the following agreement with **Tim Sullivan d.b.a Oakland Hills Equestrian Center, L.L.C.**, (hereinafter referred to as "Instructor") as a condition for him allowing me, and the persons identified below, to be near horses or receive riding lessons at **Oakland Hills Farm**.

NAME OF CONTRACTING PARTY: _____

ADDRESS: _____

I also make this agreement on behalf of the following, who is my child or legal ward:

NAME: _____

DATE OF BIRTH: _____

All parts of this agreement shall apply to me, and the child/legal ward above. (We will collectively call ourselves "I", "me" or "my" throughout this agreement.) This agreement is binding any time I enter the premises of and/or receive riding instruction at **Oakland Hills Farm**.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to enter the property at **Oakland Hills Farm, 3255 Stoney Creek Road, Oakland Twp., MI** in order to receive riding instruction from **Tim Sullivan d.b.a. Oakland Hills Equestrian Center L.L.C.** While at this location, it is possible that I will be near horses even if I am not riding them or receiving instruction.
2. I understand that anyone riding or even near an equine can suffer bodily and other injuries. Among other things, horses are unpredictable by nature. For example, when frightened, angry, or under stress, as horse's nature instincts are to jump forward or sideways, or run away from danger by trotting or galloping. Horses are also known to kick, buck, rear up, strike, or bite. I know that horses can do these and other dangerous things without warning. I also understand that all horses are powerful and have the potential to be dangerous.

Further, I understand that riding or being near an equine can expose me to numerous hazards, which could include, for example: the propensity of an equine to behave in ways that may result in injury, harm, or death to persons around them, the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals, certain hazards such as surface or subsurface conditions and dangers inherent in equine activities and I expressly agree to assume them. I also understand that these are just some of the risks, and I agree to assume others that may occur. I am not relying on instructor to list all possible risks for me.

3. **LIABILITY RELEASE:** As consideration for Instructor allowing me to receive riding instruction or guidance, I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain when engaging in these and other activities at any location. The term "damages" means, for

example, medical expenses, any losses incurred because of bodily injury or property damages, and/or personal property damages. I, for my heirs, administrators, personal representatives, or assigns, release and discharge **Tim Sullivan d.b.a. Oakland Hills Equestrian Center L.L.C.**, and their respective officers, directors, employees, agents, insurers, managers, representatives, heirs, assigns, and others acting on their behalf of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my or my guests' bodily injury or damage that may be sustained, or property damage which may occur as a result of my being on the Instructor's property, being near horses, on, near, or off the Instructor's property, receiving riding instruction, and/or riding horses on, near, or off of the instructor's property (except if such injury or damage is caused by the gross negligence or wanton and willful misconduct of Instructor).

WARNING

Under the Michigan Equine Activity Liability Act (1994 P.A. 351), 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.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE LIABILITY RELEASE SET FORTH HEREIN SHALL CONSTITUTE A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 1994 P.A. 351. BY SIGNING THIS AGREEMENT AND LIABILITY RELEASE, I FULLY AGREE NOT TO BRING ANY CLAIM OR SUIT ON THE BASIS OF ANY EXCEPTION IN THAT LAW. IN PARTICULAR, I AGREE NOT TO BRING A CLAIM OR SUIT FOR: (1) FAULTY TACK OR EQUIPMENT; (2) FAILURE TO MAKE REASONABLE AND PRUDENT EFFORTS TO DETERMINE AN EQUINE ACTIVITY PARTICIPANT'S ABILITY TO SAFELY MANAGE A HORSE; (3) A DANGEROUS LATENT CONDITION OF THE STABLE'S LAND; (4) ANY ACTS OR OMISSION THAT CONSTITUTES ORDINARY NEGLIGENCE.

4. IDEMNIFICATION: I also agree to indemnify and hold **Tim Sullivan d.b.a. Oakland Hills Equestrian Center, L.L.C.**, and their respective officers, directors, employees, agents, insurers, managers, representatives, heirs, assigns, and others acting on their behalf against all damages which are sustained or suffered by any third person(s) (people who are not parties to this agreement, including, but not limited to, my relatives, guests, etc.), including any and all injuries or damages whatsoever that I may cause, directly or indirectly, while receiving riding instruction, and/or riding or near horses (regardless of who owns them) on, near, or off of the premises at **3255 Stoney Creek Road, Oakland Twp., MI**. The indemnification shall INCLUDE all attorney fees.
5. I agree to be fully responsible for my own safety. I have been advised that I should purchase and wear properly fitted and secured ASTM- standard/SEI-certified protective equestrian headgear when riding or near horses for my own protection.
6. I represent that I am now and will be at all times while receiving lessons from instructor, and/or riding on or off of the premises, covered by accidental/medical insurance, as described below, or I have sufficient funds to pay the costs of my own medical care.

HEALTH INSURANCE CARRIER: _____

POLICY NUMBER: _____ GROUP NUMBER: _____

7. Person (s) to contact in case of emergency:

NAME: _____ PHONE NUMBER: _____

8. Michigan law shall govern this agreement and liability release. This agreement can only be modified in writing and signed by me and an authorized representative of instructor. Should any clause conflict with Michigan law, that clause will be null and void and the remainder of the Agreement shall remain in effect. Should I breach this agreement, I agree to pay the attorney's fees and court costs related to such breach incurred by instructor or others mentioned in this agreement. It is also mutually agreed that any disputes arising under this agreement and liability release, or the activities undertaken pursuant to this document, shall be litigated in a court of proper jurisdiction located in Oakland County, Michigan, or nearest to Oakland Twp., Michigan.

9. ALSO, I represent that:

- I AM AT OR OVER 18 YEARS
- I AM OF SOUND MIND AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS.
- I HAVE READ THIS ENTIRE AGREEMENT AND LIABILITY RELEASE (**3 PAGES**), AND I FULLY UNDERSTAND IT; AND
- THE INFORMATION I HAVE PROVIDED IN THIS AGREEMENT AND LIABILITY RELEASE IS TRUE AND ACCURATE.

SIGNATURE OF CONTRACTING PARTY:

X _____

DATE: _____

SIGNATURE OF INSTRUCTOR:

X _____

DATE: _____

Please see attached Emergency and Contact Information Sheet

Emergency and Contact Information

Please provide as detailed of information as possible.

Rider's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Rider's Cell Phone (if applicable): _____

Rider's Email (if applicable)*: _____

Allergies: _____

Contact Information for Riders Under 18

Parent's Name: _____ Cell Phone: _____

Work Phone: _____ Email*: _____

Parent's Name: _____ Cell Phone: _____

Work Phone: _____ Email*: _____

Contact Information for Adult Riders

Work Phone: _____

Emergency Contact Information

Emergency Contact Name: _____ Relationship: _____

Cell: _____ Home: _____ Work: _____

Emergency Contact Name: _____ Relationship: _____

Cell: _____ Home: _____ Work: _____

Emergency Contact Name: _____ Relationship: _____

Cell: _____ Home: _____ Work: _____

* Email addresses will be used for scheduling, notifications of cancelled lessons, invoicing, announcements, and sending learning materials such as articles and links. Email addresses will not be disclosed to third parties.