



## Release of Liability (Owner/Rider)

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Sara Bieda, hereinafter referred to as “Barn,” and the individual or individuals undersigned, hereinafter referred to as “Rider.” For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Barn, Rider, Rider’s heirs, assigns, and representatives, hereby agree as follows:

1. **Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equines reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and 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 the animal or not acting within such participants ability.

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Barn’s rules and regulations which, shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Riders abilities has been made to Barn.

Owner expressly releases Barn from any and all claims for personal injury or property damage, even if caused by negligence by Barn or its representatives, agents or employees.

**WARNING**

**Under the Michigan equine activity liability 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.**

2. Rider agrees to hold harmless, indemnify and defend Barn against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, order, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property of Barn and the facilities located thereon.
3. In the event Rider is using Rider's own horse, or a horse(s) not owned by Barn, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Farm reserves the right to refuse access or use of any horse upon the premises that does not appear to Barn to be in good health, or is deemed dangerous or undesirable.
4. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. Rider agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$5,000 for damages such as pain and suffering.
5. Rider agrees to waives the protection of any applicable statues in this jurisdiction whose purpose, substance and/or effect is to provide that a 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 said release.
6. Barn strongly encourages all persons engaging in any equine activity to wear an ASTM approved helmet. Any rider engaging in any equine activity on said premise without wearing recommended headgear does so at their own risk, and agrees to hold harmless Barn management, its agent and owners for any injuries incurred.

\_\_\_\_\_  
Barn

\_\_\_\_\_  
Rider (or riders agent, if rider is a minor)

Date \_\_\_\_\_

Date \_\_\_\_\_