

Karefree Ranch
2899 Kurtz Rd.
Fairview, Mi. 48621

AGREEMENT AND LIABILITY RELEASE
READ CAREFULLY BEFORE SIGNING

I AGREE TO THE FOLLOWING AGREEMENT with Karefree Ranch ("Stable"), as a condition for its allowing me, and the persons identified below, to enter the property of Stable, be near horses, receive riding instruction, and/or ride horses on, near, or off of the Stable's property.

NAME OF PARTY: _____ PHONE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

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

NAME: _____ AGE: ___ # of times he/she has ridden: _____

NAME: _____ AGE: ___ # of times he/she has ridden: _____

NAME: _____ AGE: ___ # of times he/she has ridden: _____

NAME: _____ AGE: ___ # of times he/she has ridden: _____

NAME: _____ AGE: ___ # of times he/she has ridden: _____

NAME: _____ AGE: ___ # of times he/she has ridden: _____

All parts of this agreement shall apply to me, and the children/legal wards listed above, (We will collectively call ourselves "I", "me", or "my" throughout this agreement). This Agreement and Liability Release is binding when the Stable permits me to enter the property for any purpose, be near horses on the premises and /or ride horses on, near, or off of the Stable's premises.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to enter Stable's premises, be near horses, and/or ride horses on, near, or off of the Stable's premises.
2. I understand that anyone riding or near a horse can suffer bodily and other injuries. Among other things, horses are unpredictable by nature. For example, when frightened, angry, or under stress, a horse's natural 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 things without warning. I also understand that all horses are powerful and potentially dangerous. Further, I understand that horseback riding can expose me to numerous hazards, which could include, for example: a horse's unpredictable reactions to things such as sounds, sudden movement, people, animals, or unfamiliar objects; surface or subsurface conditions on or near the Stable's premises, and/or collisions with other horses or objects. I understand these and other risks and dangers inherent to equine activities and I expressly agree to assume them.
3. LIABILITY RELEASE: I assume full responsibility for any and all bodily injuries or damages which I may sustain when on or near the Stable's property, as well as when riding horses or near horses on, near, or off of the Stable's premises. The terms, "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 **Karefree Ranch, Karen Sanback**, and their respective officers, directors, shareholders, employees, agents, insurers, representatives, assigns and others acting on their behalf of and from all claims, demands, actions, omissions, rights of action, 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 premises of Stable, being near horses, riding horses on the Stable's premises and/or riding horses off of the Stable's premises (except if such injury or damage is caused by the gross negligence or wanton and willful misconduct of Stable).

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE PROVISIONS OF THIS LIABILITY RELEASE SHALL CONSTITUTE A WAIVER OF LIABILITY FOR AN INJURY TO OR DEATH OF AN EQUINE ACTIVITY PARTICIPANT BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 1994 P.A. 351.

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.

4. INDEMNIFICATION: I also hereby agree to indemnify and hold harmless KAREFREE RANCH and their respective officers, directors, shareholders, employees, agents, insurers, representatives, 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 and Liability Release, 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 being on the premises of Stable, being near horses, or riding or near horses on or off of the Stable's premises. The indemnification shall include attorney fees.
5. I represent that I am now and will be at all times while on or near the Stable's property, covered by accident/medical insurance or I have sufficient funds to pay the costs of my own medical care if necessary.
6. Michigan law shall govern this Agreement and Liability Release. 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 Stable's attorney's fees and court costs related to such breach. 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 county court or the U.S. District Court located nearest to Stable.
7. ALSO, I REPRESENT THAT:
 - ❖ I AM AT OR OVER 18 YEARS OF AGE; and
 - ❖ I AM OF SOUND MIND, AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS; and
 - ❖ I HAVE READ THIS ENTIRE AGREEMENT AND LIABILITY RELEASE (BOTH PAGES/SIDES), AND I FULLY UNDERSTAND IT; and
 - ❖ THE INFORMATION I HAVE PROVIDED IN THIS AGREEMENT AND LIABILITY RELEASE IS TRUE AND ACCURATE.

_____ # of times I have ridden _____
(Contracting Party Signature)

_____ # of times I have ridden _____
(Contracting Party Signature)

_____ # of times I have ridden _____
(Contracting Party Signature)

_____ # of times I have ridden _____
(Contracting Party Signature)

_____ # of times I have ridden _____
(Contracting Party Signature)

Stable Representative Signature _____