

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 _____