

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY
AGREEMENT**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT, YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF EQUINE ODYSSEY, LLC, (THE FACILITY AND BUSINESS LOCATED AT 9255 TWIN OAKS DR, DEXTER MI. 48130), ITS OWNERS, TRAINERS, CONTRACT WORKERS, EMPLOYEES AND AGENTS (COLLECTIVELY KNOWN AS THE "RELEASEES").

I, _____, on behalf of myself (and my minor child
_____) _____, address
_____,
_____ Phone _____.
Cell Phone: _____ E-mail _____

**In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns: I
HEREBY:**

- 1. Acknowledge that a horse may, without warning or any apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddle or bridles may loosen or break – all of which may cause the rider to fall to the ground to be jolted, resulting in serious injury or death.**
- 2. ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of the extent of their training and past performance.**
- 3. Voluntarily assume all of the risk and danger of injury or death inherent in the handling or riding of the horse, and use of saddles, bridles, equipment and gear provided by the Releasees.**
- 4. Release, discharge and promise not to sue the Releasees for any loss, damage, injury (including death) or cost to me or my child's person or property arising out of riding or handling a horse, or use of saddles, bridles, equipment or gear provided by Releasees, whether consequential or inconsequential damages.**
- 5. Release the Releasees from any claim that the Releasees were negligent in connection with my or my child riding a horse, the condition of the facility, footing or property, including but not limited to, training or selecting horses, maintenance, care, fit or adjusting of saddles or bridles, instruction on riding skills or leading and supervising riders, which results in loss, damage, injury or death.**
- 6. Indemnify, and save and hold harmless the Releasees from and against any loss, liability, damage or cost they may incur consequential and/or inconsequential damages arising out of or in any way connected with either my or my child's handling or riding the horse and/or use of any saddles, bridles, equipment or gear provided therewith resulting from or contributed to by my own negligence.**

7. Expressly agree that the foregoing release and assumption of risk, and indemnity agreement is governed by the laws of the State of Michigan and is intended to be as broad and inclusive as is permitted by Michigan law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releasees for any injury or damage in breach of this contract, I will pay all attorneys fees and costs incurred by the Releasees in defending such an action.
9. **IT IS REQUIRED THAT I, MY CHILD AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY.**
10. If the person who is to enter into this Agreement is under eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on behalf of the minor.
11. Failure to call/or e-mail and give at least 24 hours notice of cancellation of a lesson will result in the client being charge for that lesson. Phone number is 248-920-4133 or 248-396-9240 and e-mail is info@equinedyssey.com

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND TO RELEASE THE STABLE, ITS OWNERS, EMPLOYEES AND AGENTS, FOR ALL CLAIMS. I HAVE MADE A FREE AND DELIBERATE CHOICE TO SIGN THIS RELEASE AND WAIVER AS A CONDITION TO RELEASEES ALLOWING ME OR MY CHILD TO RIDE OR HANDLE A HORSE. I HAVE CONCLUDED THAT THE RISKS INVOLVED AND THE RELEASE AND WAIVER OF LIABILITY IS WORTH THE EXPERIENCE OF RIDING A HORSE, TRAINING AND SHOWING.

DATE

SIGNATURE (Parent or Guardian if a minor)

CODE OF CONDUCT

I, _____, (rider) understand that for my safety and well being of the horses, that I will follow all rules listed below.

1. Horses require a lead rope while being moved, guided or led at all times.
2. I will use caution at all times around horses, never walk behind or under them while grooming. Keep them a safe distance from other horses in the ring and out of the ring.
3. I will wear a helmet that meets all safety guidelines established by the USEF.
4. I will arrive at least 30 minutes prior to lesson and stay 30 minutes after lesson in order to properly care for the horse. Care includes brushing, picking feet, and taking coats on and off. Use a cooler to make sure they are not wet when they are put away.
5. Wrap legs and use liniment after riding when instructed to do so.

DATE

SIGNATURE