

**WAIVER, AGREEMENT AND LIABILITY RELEASE**  
**READ CAREFULLY BEFORE SIGNING**

I agree to the following WAIVER, AGREEMENT AND LIABILITY RELEASE (hereafter, "Agreement") with MAYBURY RIDING STABLES, LLC, a Michigan limited liability company (hereafter, "Stable") as a condition for its allowing me, and the persons identified below (if any), to do **any or all of the following** at any time:

- Enter the premises and/or surrounding land where Stable does business, including but not limited to Maybury State Park;
- Be near, ride, or handle horses or ponies (hereafter referred to as "equines");
- Proceed on a guided trail ride in which I ride an equine or lead/ride on a hand-led pony ride;
- Receive riding instruction or guidance from Stable in riding, handling, or working with equines at any location;
- Proceed on a campfire ride, which involves riding an equine and then (after dismounting) being around an open fire;
- Allow my child (under 18) to take part in the Stable's summer camp program, which involves a variety of activities on, near, or off of the Stable's premises and includes riding, handling, and being near equines; and/or
- Proceed on a tractor-driven hayride on the premises or surrounding land where Stable does business.

All of these activities, individually and collectively, will be referred to in this Agreement as "The Activities."

NAME OF CONTRACTING PARTY: \_\_\_\_\_

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): \_\_\_\_\_

ADDRESSES OF CONTRACTING PARTIES: \_\_\_\_\_

PHONE: [Home] \_\_\_\_\_ [Business] \_\_\_\_\_ [Cell/Other] \_\_\_\_\_

I am also making this agreement on behalf of the following, who is/are my child/ren or legal ward(s):

1. \_\_\_\_\_ AGE: \_\_\_\_\_      2. \_\_\_\_\_ AGE: \_\_\_\_\_

All parts of this Agreement apply to me and the children/legal wards above. [We will collectively call ourselves "I," "me," or "my" in this Agreement.] This Agreement is intended to be valid and binding at all times, *now and in the future*, when Stable permits me (directly or indirectly) to take part in any or all of The Activities at any time and at any location.

**IT IS AGREED AS FOLLOWS:**

1. I have requested to engage in any or all of The Activities, now and/or in the future and at any location.
2. *Risks.* I understand that anyone riding, handling, working with, or even near an equine can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do any of these things without warning. I am aware that Stable regularly checks its saddle girths (strap that fastens around the equine's belly), but girths could loosen during a ride, even when properly fastened. I also understand that all equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people/animals that are on, near or around them.

Further, I understand that riding, handling, working with, or even being near an equine at any location 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 on or 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 on, near, or off of the property where The Activities take place; and/or collisions with other equines, animals, or objects. **I understand that these risks and dangers are inherent in equine-related activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned above. I am NOT relying on Stable to list all possible equine-related risks for me in this document or at any time, now or in the future.**

INITIAL HERE: \_\_\_\_\_ **3. WAIVER AND LIABILITY RELEASE:** As consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, I (on behalf of myself and my minor child/ren, if any) agree to each of the following: (a) Maybury Riding Stables, LLC, Kimberly A. Hone, Leroy J. Hone, Cody B. Hamilton, and their respective, members, managers, employees, agents, representatives, heirs, assigns, and others acting on their behalf shall not be liable for any damages that I (and/or my minor child/ren or

legal wards, if any) may sustain as a result of engaging in any of The Activities at any time; and (b) I/we fully and forever release, waive, and discharge all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, unknown, anticipated or unanticipated, whether caused by their ordinary negligence or other legal liability, resulting from or arising out of my/our engaging in any of The Activities at any time and at any location. The term "damages" means, for example, medical expenses, losses incurred because of bodily injuries or property damages, death, and/or personal property damages. This release is intended to apply whether or not I am riding, handling, or near equines and regardless of where The Activities may take place. (In accordance with Michigan law, I am not releasing Stable from loss, injury, or damage directly caused by Stable's gross negligence or wanton and willful misconduct.)

**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.

INITIAL HERE: \_\_\_\_\_ **IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT IS A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 1994 P.A. 351. BY SIGNING THIS AGREEMENT, I AGREE NOT TO BRING ANY CLAIM OR SUIT AGAINST MAYBURY RIDING STABLES, LLC, KIMBERLY A. HONE, LEROY J. HONE, CODY B. HAMILTON, AND THEIR RESPECTIVE, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, HEIRS, ASSIGNS, AND OTHERS ACTING ON THEIR BEHALF UNDER 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 AN EQUINE; (3) A DANGEROUS LATENT CONDITION OF THE LAND; AND/OR (4) ANY ACT OR OMISSION THAT MAY CONSTITUTE 'ORDINARY NEGLIGENCE' BY STABLE OR BY PERSONS OR ENTITIES THAT ARE AFFILIATED WITH STABLE (EXCEPT IF LOSS, INJURY, OR DAMAGE IS CAUSED BY STABLE'S GROSS NEGLIGENCE OR WANTON AND WILLFUL MISCONDUCT).**

**4. INDEMNIFICATION.** I also agree to indemnify and hold harmless Maybury Riding Stables, LLC, Kimberly A. Hone, Leroy J. Hone, Cody B. Hamilton, and their respective, members, managers, employees, agents, representatives, heirs, assigns, and others acting on their behalf against all damages which are sustained or suffered by any third person(s) ["third persons" are people who are not parties to this Agreement, including, but not limited to, other persons on or near the property, other riders, relatives, competitors, guests, etc.], including any and all injuries or damages whatsoever that I may cause, directly or indirectly, while engaging in any or all of The Activities at any time and at any location. The indemnification shall include reimbursement of Stable's reasonable attorney fees.

**5. ASTM/SEI Helmets/Headgear.** I agree to be fully responsible for my own safety at all times. Stable has advised me that, for my own protection, I should wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear that is designed for use when riding, handling, or when near equines. I am NOT relying on Stable to provide a certified helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time – now or in the future. If I choose to wear an ASTM-standard/SEI-certified helmet, or if I choose not to, this is my decision alone.

**6. Physical or Mental Conditions/Special Needs.** Many physical and mental conditions pose special risks to the participant while engaging in The Activities. Stable recommends that I consult with a physician before participating in any of The Activities, especially those that involve riding, handling, or being near equines. Also, I want Stable to be aware of the following physical conditions, mental conditions or personal needs that might affect my safety and ability to engage in any of The Activities: \_\_\_\_\_

**7. Emergencies.** Person(s) to Contact in Case of Emergency: Name: \_\_\_\_\_  
Phone Number(s): \_\_\_\_\_ Relationship: \_\_\_\_\_

**8.** This Agreement is governed by Michigan law and is intended to be as broad and inclusive as Michigan law permits. This document can only be modified in writing and signed by me and Kimberly A. Hone (on behalf of Stable). Should any part of this document conflict with Michigan law, only that part will be void, but the remainder of this document shall stay in full force and effect at all times. Should I breach this Agreement (or any part of it), I agree to pay attorney's fees and court costs related to the breach that are incurred by Stable. It is also mutually agreed that any disputes arising under this Agreement, or any activities that are undertaken pursuant to it, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Wayne County, Michigan.

**SAFETY HELMET/PROTECTIVE HEADGEAR AGREEMENT AND RELEASE**

INITIAL HERE: \_\_\_\_\_ At my request, Stable will provide an equestrian safety helmet that is ASTM-standard/SEI-certified and designed for use when riding or when near horses or ponies. I understand that these helmets are designed to reduce the severity of some head injuries and possibly prevent death from happening as the result of a fall or other occurrences, but they cannot prevent all injuries or even death from occurring. I also understand that neither Maybury Riding Stables, LLC, nor its members, managers, employees, agents, or affiliated persons can guarantee the suitability of any helmet that has been provided.

**By signing below, I (for myself, individually, and also on behalf of my child/ren and/or legal ward(s), heirs, administrators, personal representatives or assigns) release and discharge Maybury Riding Stables, LLC, Kimberly A. Hone, Leroy J. Hone, Cody B. Hamilton, and their respective, members, managers, employees, agents, representatives, heirs, assigns, and others acting on their behalf of and from all claims, demands, or causes of action, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of bodily injury or damage that may be sustained, or property damage which may occur, as a result of the use of the helmet and headgear provided (except for their gross negligence or willful and wanton misconduct).**

**10. ALSO, I REPRESENT: (PLEASE CHECK AND INITIAL EACH SECTION BELOW):**

- \_\_\_\_\_  **I AM AT OR OVER 18 YEARS OF AGE;**
- \_\_\_\_\_  **I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;**
- \_\_\_\_\_  **I HAVE READ THIS ENTIRE AGREEMENT (ALL 3 PAGES) AND FULLY UNDERSTAND IT;**
- \_\_\_\_\_  **I UNDERSTAND THAT STABLE RESERVES THE RIGHT TO REFUSE TO ALLOW ME OR OTHERS TO RIDE OR HANDLE A HORSE IF, IN STABLE'S SOLE DISCRETION, MY PARTICIPATION POSES A SAFETY RISK TO ME OR TO ANY OF STABLE'S EQUINES.**
- \_\_\_\_\_  **I INTEND FOR THIS AGREEMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE; AND**
- \_\_\_\_\_  **ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.**

SIGNATURE OF CONTRACTING PARTY: \_\_\_\_\_

PRINT NAME HERE: \_\_\_\_\_ DATE : \_\_\_\_\_

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/ Other Parent): \_\_\_\_\_

PRINT NAME HERE: \_\_\_\_\_ DATE : \_\_\_\_\_

SIGNATURE OF STABLE: \_\_\_\_\_ DATE : \_\_\_\_\_

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