



Under the Michigan Equine Activities 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.



PLEASE PRINT

NAME AND ADDRESS OF CONTRACTING PARTY/PARENT NAME	AGE	HORSE RIDING EXPERIENCE
	_____	<input type="checkbox"/> Under 10 hours <input type="checkbox"/> OVER 10 HOURS <input type="checkbox"/> OVER 50 HOURS

I make this agreement on behalf of the following, who is my child or legal ward:

NAME OF CHILD OR LEGAL WARD	AGE	HORSE RIDING EXPERIENCE
	_____	<input type="checkbox"/> Under 10 hours <input type="checkbox"/> OVER 10 HOURS <input type="checkbox"/> OVER 50 HOURS

E-MAIL ADDRESS: _____

AGREEMENT AND LIABILITY RELEASE

PLEASE READ CAREFULLY BEFORE SIGNING

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to and enter into this agreement with Sundance Riding Stables, Inc. as a condition for its allowing me, or my child/legal ward listed above (hereafter know as "I", "me"), or "me", or "my"), to enter the property of Sundance Riding Stable's, Inc. as a spectator, to ride horses or ponies, or participate in other activities on or about the property of Sundance Riding Stables, Inc. All parts of this agreement shall apply to me, and the child/legal ward listed above. THIS AGREEMENT IS BINDING TODAY AND ON ALL FUTURE DATES.

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 know to kick, buck, rear up, or bite. I know horses do these things without warning. I also understand that all horses are powerful and potentially dangerous. I UNDERSTAND THE RISKS AND DANGERS AND VOLUNTARILY AGREE TO ASSUME THEM.

3. LIABILITY RELEASE. It is mutually understood that this liability release shall constitute a waiver of liability beyond the provisions of the Michigan Equine Activity Liability Act 1994, P.A. 351. I assume full responsibility for any and all bodily injuries of damages which I may sustain when riding horses and ponies on or near Sundance Riding Stables, Inc., or when a spectator or participant in other activities on or about the property of Sundance Riding Stables, Inc. By the term "damages", I mean, for example, medical expense, expenses 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 Sundance Riding Stables, Inc., Sundance Westwind Farms, H. Terry Hanks, and their respective managers, officers, employees, agents, representatives, assigns, and others acting on behalf, of and from all claims, demand, actions, omissions, rights of action, or causes of action, (present and future), liabilities, or obligations, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my or my guests' bodily injury or damages that may be sustained, or property damage, which may occur on or near Sundance Riding Stables, Inc., as a result of: (A) my riding horse or ponies, or being a spectator or participant in other activities, on or near the premises of Sundance Riding Stables, Inc. (B) the acts or omissions, negligent in any degree of Sundance Riding Stables, Inc. (C) latent or apparent defects in equipment or tack provided by Sundance Riding Stables, Inc. (D) a dangerous or latent condition of the facilities, land, buildings, roads, trails, or terrain and any accident connected with their use for which a warning sign is or is not posted (E) the failure of Sundance Riding Stables, Inc. to make reasonable and prudent efforts to determine my ability to engage safely in an equine activity or to determine my ability to safely manage a particular equine.

4. INDEMNIFICATION. I also hereby agree to indemnify and hold harmless Sundance Stables, Inc., Sundance Westwind Farms, H. Terry Hanks, and their respective managers, officers, employees, agents, representatives, assigns, and other acting on their behalf, against all damages sustained or suffered by any third person(s) [people who are not parties to this Agreement, including, but not limited to, my relatives, guests, etc.], including any and all injuries, or damages whatsoever that I may cause while being on the premises of Sundance Riding Stables, Inc., while riding or near horses around the Sundance Riding Stables, Inc., property, or while participating other activities on or near the property of Sundance Riding Stables, Inc. This indemnification shall also include attorney fees and costs.

5. HELMET ADVISORY. I, for myself, or on behalf of my child/ legal ward, have been fully warned and advised by Sundance Riding Stables, Inc. that I should wear a properly fitted and secured ASTM/SEI-certified equestrian riding helmet while riding or near horses at Sundance Riding Stables, Inc. in order to reduce the severity of some head injuries and possibly prevent death from happening as the result of a fall or other occurrences. _____ Initial Here

6. MEDICAL INSURANCE. I represent that I am now and will be at all times while riding on or near the property of Sundance Riding Stables, Inc. covered by medical insurance, or that I have sufficient capital to cover any bodily injury or property damages I may incur. _____ Initial Here

7. Michigan Law shall govern this agreement. Should any clause conflict with State law, that clause will be null and void and the remainder of this Agreement shall remain in effect.

8. I HAVE READ THIS ENTIRE AGREEMENT AND LIABILITY RELEASE AND ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT I GIVE UP RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST SUNDANCE RIDING STABLES, INC., SUNDANCE WESTWIND FARMS, INC., H. TERRY HANKS, AND THEIR RESPECTIVE MANAGERS, OFFICERS, EMPLOYEES AGENTS, AND OTHERS ACTING ON ITS BEHALF, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED BODILY INJURY, DEATH, OR PROPERTY DAMAGE. I AM AT OR OVER 18 YEARS OF AGE, OF SOUND MIND, AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS. THE INFORMATION PROVIDED HEREIN IS TRUE AND ACCURATE.

"I HAVE READ AND UNDERSTAND THIS AGREEMENT"

Signature	Date	RIDER #