

Copper Creek Farms, L.L.C.
3100 Noble Rd., Williamston, MI 48895 (517) 655-9159

**EQUINE FACILITY USE AGREEMENT, INDEMNIFICATION,
AND LIABILITY RELEASE**

Copper Creek Farms, L.L.C., a Michigan Limited Liability Company (hereafter, "Stable"), and _____, whose address is _____; telephone: (____) _____ - home; (____) _____ - cell phone (hereafter, "Equine Professional"), enter into this Equine Facility Use Agreement, Indemnification, and Liability Release (hereafter, "Agreement"), subject to the following terms and conditions:

1. Premises. Under the terms and conditions set forth in this Agreement, Stable will allow Equine Professional to use the Stable's facility with the street address of 3100 Noble Rd., Williamston, MI 48895 for (check one):

- G ability to hold riding lessons on the premises and/or surrounding land
- G ability to use the Stable's outdoor arena, cross country course, and/or stadium jumps for these specific time frames: _____
- G OTHER _____ use _____ as follows: _____

The general premises of the Stable and its facilities, including barns, arenas, and cross country course, shall be hereafter referred to as "Stable Premises." Equine Professional acknowledges that the Stable Premises are in a condition that is safe and acceptable for his/her/its intended use.

2. Effective Date. Equine Professional's use of the Stable Premises under this Agreement shall become effective _____, and shall continue from time to time thereafter unless terminated by Stable or Equine Professional pursuant to paragraph 3, below. Unless terminated, this Agreement shall remain in effect at all times as Equine Professional transacts business on the Stable Premises, uses the Stable Premises, and/or provides training, guidance and/or riding instruction on or near the Stable Premises.

3. Termination. Equine Professional and Stable may terminate this Agreement for any reason or no reason, with or without cause and with thirty (30) day's advance notice. In extreme situations (as determined in Stable's sole discretion that include, *but are not limited to*, destructive tendencies of Equine Professional or an activity, incident, or event Stable believes is a material breach of this Agreement by Equine Professional), Stable reserves the right to give Equine Professional immediate notice of termination, and the termination will take immediate effect.

After Equine Professional has fulfilled all of his/her/its obligations to Stable under this Agreement, this Agreement will conclude. However, it is mutually understood and agreed that the Release of Liability and Indemnification provisions, set forth in paragraphs 7 and 8 of this Agreement, shall survive the termination of this Agreement and shall remain valid and binding at all times, regardless of which party should terminate.

4. Compensation to Stable for Use of the Stable Premises. CHECK ONE:

G As consideration for the Equine Professional's use of the premises as outlined in paragraph 1, above, the students of the Equine Professional shall pay Stable the following:

G Equine Professional shall pay Stable \$30/per day if Equine Professional (or if Equine Professional's assistants, apprentices, or agents who have been specifically approved to use the Stable Premises) ride an equine on or near the Stable Premises for horse training and/or schooling purposes.

G All of Equine Professional's students (or those persons who enter any part of the Stable Premises at Equine Professional's request and/or under Equine Professional's direction) shall pay Stable \$30/per day if he or she rides an equine on or near the Stable Premises.

G _____ OTHER - specify and initial here and initial if other or different fees are required: _____

Attached is a copy of Stable's current Schedule of Fees applicable to those who use the premises; these fees (and others that may be established in the future by Stable) shall apply. *All fees and charges are subject to change by Stable upon thirty (30) days written notice.* Fees are due and payable to Stable immediately. A returned check fee of \$35 shall apply for each returned check. Stable will apply a 7% per annum interest rate to all unpaid fees.

5. Use/Requirements. Equine Professional shall be permitted to enter the Stable Premises and use the Stable Premises for certain activities which are described as follows:

It is understood and agreed that Equine Professional's use of the premises shall at all times be non-exclusive. Stable's boarders, employees, agents, and guests shall be permitted to enter and use the Stable Premises at all times.

In addition, as a material condition to Stable's entering into this Agreement with Equine Professional, Stable is relying on Equine Professional's continuous and strict compliance with each of the following:

A. *Advance Notice to Stable Before Entering Premises.* If Equine Professional is interested in entering and/or using any part of the Stable Premises, Equine Professional must do all of the following:

- (1) contact Stable by telephone and speak to Stable Representative personally in order to seek permission; AND
- (2) check in with an employee or owner of Stable at the house or on the premises upon arrival.

B. *Use of Approved Waiver/Liability Release.* Equine Professional must use written waiver/release of liability agreements in all of his/her business operations that are undertaken on or near the Stable Premises.

PLEASE ATTACH A COPY OF EQUINE PROFESSIONAL'S LIABILITY RELEASE AGREEMENT.

It is mutually understood that Equine Professional's regular and continuous use of liability release agreements is a material condition for the Stable's willingness to enter into this Agreement and to allow Equine Professional to enter and/or use the Stable Premises. All waiver/liability release agreements Equine Professional intends to use must be in a form that Stable deems acceptable and must conform to the Michigan Equine Activity Liability Act, 1994 P.A. 351, by, among other things, including the proper "warning" notice. Equine Professional cannot satisfy this requirement by having his/her/its students and/or business customers sign Stable's release documentation only; and

C. *Compliance With Equine Liability Act.* Equine Professional must comply with the Michigan Equine Activity Liability Act, 1994 P.A. 351, by making sure that a sign is placed "in close proximity to the equine activity" that states the following in letters of no less than one inch (1") in height: "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"; and

D. *Use of ASTM/SEI Headgear and ASTM Protective Vest.* Equine Professional agrees to be fully responsible for his/her/its own safety at all times while on or near the Stable Premises. Stable requires that Equine Professional as well as all persons who ride a horse on all or part of the Stable's cross-country field purchase and wear:

- (1) properly fitted and secured ASTM-standard [F 1163]/SEI-certified protective equestrian headgear;
- (2) an equestrian protective vest that satisfies ASTM F1937-98, EN 13158:2000, and BETA 2000 Level 3 standards.

Equine Professional understands and agrees that Stable will not provide a helmet or vest and will not check any helmet or vest that people on the Stable Premises may wear, and Stable will not monitor Stable's compliance with this suggestion at any time – *now or in the future.*

E. *Employees, Agents, Apprentices, or Assistants.* If Equine Professional has employees, agents, apprentices, and/or assistants, each such person must be approved in advance by Stable, and each person is required to sign Stable's release documentation before he or she can enter and/or use the Stable Premises.

F. *Lawful Operations.* Equine Professional shall not intentionally and knowingly use the Stable Premises, or any part of it, for any purpose or in any manner that violates a law, ordinance, rule, or regulation adopted or imposed by any governmental agency/entity. In addition, Equine Professional shall not deface or injure the Stable Premises or permit anything to be done tending to create a nuisance.

6. Liability Insurance. As a material condition to Stable allowing Equine Professional (and others whom Stable may approve who will assist, be with, or work with Equine Professional) to use the Stable Premises, Equine Professional must purchase and maintain a policy of Commercial General Liability Insurance and/or applicable Equine Professional Liability Insurance that is applicable to all of Equine Professional's operations on or near the Stable Premises. The Equine Professional's liability insurance must meet the

following requirements:

- (i) be specifically designated as “commercial” or “professional” liability insurance and not merely homeowner’s insurance;
- (ii) policy limits must be at least \$500,000 person/\$1,000,000 aggregate;
- (iii) Equine Professional must show a Certificate of Insurance and Declarations Page to a Managing Member of Stable at the time this Agreement is executed;
- (iv) the policy of insurance must specify “Copper Creek Farms, L.L.C., John G. Filios, Patricia R. Filios” as additional named insureds; and
- (v) the insurance company that issues the above-referenced policy to Equine Professional (or the agency of that company) must be advised to specifically notify Stable if Equine Professional should cancel the insurance, change the insurance, or reduce the amount of coverage.

Equine Professional must maintain this insurance at all times and is required to show Stable (John Filios on behalf of Stable) all Declaration Pages for renewed policies of liability insurance.

7. WAIVER AND RELEASE OF LIABILITY. In consideration of the Stable allowing Equine Professional to use the Stable Premises under the terms of this Agreement, and in consideration of Stable allowing Owner to enter the Stable for this purpose, Equine Professional agrees to hold harmless and release Copper Creek Farms, L.L.C., John G. Filios, Patricia R. Filios, Catherine M. Filios, Elizabeth McIntosh, Jocelyn Kriss, and their respective members, managers, employees, agents, contractors, representatives, heirs, and others acting on their behalf from liability for any and all bodily injuries or damages Equine Professional may sustain when on or near Stable Premises caused in whole or in part by the negligence of Stable, its agents, employees, and/or assistants. Equine Professional releases and discharges Copper Creek Farms, L.L.C., John G. Filios, Patricia R. Filios, Catherine M. Filios, Elizabeth McIntosh, Jocelyn Kriss, and their respective members, managers, employees, agents, contractors, representatives, heirs, and others acting on their behalf from all claims, demands, actions, omissions, rights of action, or causes of action (present or future), liabilities or obligations, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of Equine Professional's injury or damage that may be sustained, or property damage. By the term "damages," Equine Professional means medical expenses, expenses incurred because of bodily injury or property damages, and/or personal property damages. (This Waiver and Release of Liability shall not apply if it is determined in a court of law of proper jurisdiction that such injuries or damages were directly caused by Stable's gross negligence or wanton and willful misconduct).

IT IS MUTUALLY UNDERSTOOD THAT THE LIABILITY RELEASE ABOVE 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.

8. Indemnification and Hold Harmless. It is mutually understood that neither Copper Creek Farms, L.L.C., John G. Filios, Patricia R. Filios, Catherine M. Filios, Gary Graham, Jocelyn Kriss, and their respective members, managers, employees, agents, contractors, representatives, heirs, and others acting on their behalf shall be liable for any of the activities of Equine Professional on the Stable Premises [other than the exercise of gross negligence or wanton and willful misconduct directly attributable to Stable]. Equine Professional also hereby agrees to indemnify and hold harmless Copper Creek Farms, L.L.C., John G. Filios, Patricia R. Filios, Catherine M. Filios, Gary Graham, Jocelyn Kriss, and their respective members, managers, employees, agents, contractors, representatives, heirs, and others acting on their behalf against all damages that Equine Professional or Equine Professional's assistants or representatives may cause that 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, Equine Professional's customers, relatives, guests, etc.] on the Stable Premises, including any and all claims, damages, or injuries whatsoever. The indemnification shall also include reasonable attorney's fees.

9. Survival of Release, Waiver, Indemnification, and Hold Harmless. As noted in paragraph 3, above, Stable and Equine Professional understand and agree that paragraphs 7 and 8, above, and in the Stable's separate release of liability documentation, shall survive the termination of this Agreement, and shall remain in full force and effect at all times, *now and in the future*, regardless of who may terminate and why.

10. Repairs and Maintenance. Equine Professional agrees to keep the Stable Premises in reasonably good repair during and after use by Equine Professional. Equine Professional shall not make any alterations, improvements, additions, or physical changes to any part of the Stable Premises without the prior written consent of Stable (only John Filios may sign on behalf of Stable). Stable shall be solely responsible for the maintenance and repair of the Stable Premises. In addition, If Equine Professional discovers any defects in or around the Stable Premises Stable Premises, Equine Professional shall notify Stable immediately.

11. Rules. Equine Professional has received and reviewed a copy of the Stable's current rules before signing this Agreement. Equine Professional understands that Stable reserves the right to amend its rules at any time with advance notice. Equine Professional agrees to abide by all of Stable's rules and will do all in his/her/its power to see that his/her/its students likewise abide by all of the Stable's rules.

12. Remedies and Default. This Agreement is subject to Equine Professional's performance of all covenants and conditions set forth in this Agreement. If Equine Professional defaults in any of his/her/its obligations, Stable may (a) terminate the Agreement pursuant to paragraph 3, above; *and/or* (b) pursue any legal remedy to recover for the defaults or breaches of this Agreement caused directly or indirectly by Equine Professional. If Stable brings suit against Equine Professional, Equine Professional shall reimburse Stable for all expenses incurred, including, but not limited to, reasonable attorney's fees and court costs or arbitration costs, which shall be deemed to have occurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment. Equine Professional agrees that Stable shall have the exclusive right, in its sole discretion, to submit any dispute arising under this Agreement to binding arbitration in Ingham County, Michigan, under the rules of the American Arbitration Association; Equine Professional consents to such forum if selected by Stable and agrees to waive any right to a jury trial. It is also agreed that any legal disputes between the parties handled through the court system shall be brought and litigated in a State or Federal court located in or nearest to Ingham County, Michigan. Should any legal disputes arise as a result of this Agreement, Equine Professional agrees to pay Stable's reasonable attorney's fees and court/arbitration costs, regardless of whether or not the disputes result in a concluded trial or concluded arbitration proceeding.

13. Modifications. Modifications to this Agreement are only binding if *in writing* and signed by Equine Professional and Stable (only John Filios can sign on behalf of Stable).

14. Assignment. Equine Professional may not assign this Agreement to anyone.

15. No Employment, Partnership or Joint Venture. Stable and Equine Professional expressly affirm that there is no employment, partnership, joint venture, principal-agent or similar arrangement with Stable created between them, and any such relationship is expressly disclaimed.

16. No Waiver. Stable's failure to insist on a strict performance by Equine Professional of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions, rules and/or regulations.

17. Miscellaneous.

A. Michigan law governs this Agreement, and this Agreement shall be enforced to the fullest extent allowed under Michigan law. If any provision is found invalid or unenforceable, the remainder shall stay valid, binding, and enforceable at all times – now and in the future.

B. This Agreement shall be binding on, and operate to the benefit of, the Stable and Equine Professional, and their respective employees, agents, members, insurers, representatives, heirs, assigns, affiliated persons, and others acting on their behalf.

C. This Agreement (and Stable's Waiver, Agreement and Liability Lease and other stable-generated documentation) contains the *entire agreement* between Equine Professional and Stable with respect to its subject matter and incorporates and integrates all previous promises or understandings between Equine Professional and Stable with respect to the subject matter.

**STABLE AND EQUINE PROFESSIONAL ACKNOWLEDGE
THAT THEY HAVE READ THIS EQUINE FACILITY USE AGREEMENT, INDEMNIFICATION, AND
LIABILITY RELEASE (ALL SIX PAGES), UNDERSTAND ITS CONTENTS, ARE AWARE THAT IT
CONTAINS A RELEASE OF LIABILITY, THEY ARE SIGNING IT AS THEIR FREE ACT AND DEED
WITHOUT ANY COERCION BY ANYONE, AND THEY AGREE TO BE FULLY BOUND BY ITS TERMS**

**STABLE:
COPPER CREEK FARMS, L.L.C.
a Michigan Limited Liability Company**

EQUINE PROFESSIONAL:**

By: _____

By: _____

Print Name: _____

Print Name: _____

Date of Signature: _____

Date of Signature: _____

*** If Equine Professional is a partnership or business entity, Equine Professional must present sufficient proof that the signing party has authority by the entity to execute this Agreement.*

EQUINE PROFESSIONAL'S ATTACHMENTS:

- G Equine Professional's Proof of Insurance/Declarations Page
- G Insurance List of Additional Named Insureds
- G Equine Professional's Liability Release approved by Stable

STABLE'S ATTACHMENTS – Stable's current (1) Rules & Regulations and (2) Schedule of Fees