

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

I agree to the following agreement with Copper Creek Farms, L.L.C., a Michigan Limited Liability Company, (hereafter referred to as "Stable") as a condition for its allowing me, and the persons identified below, to do any or all of the following: enter and be on the Stable's premises and surrounding land (hereafter referred to as "Stable Property"); be near horses or ponies (hereafter referred to as "equines") on or near the Stable Property; ride, work with, or handle equines; attend or participate in equine clinics; receive instruction or guidance in riding, handling or working with equines on, near, or off of the Stable Property (from independent instructors, trainers, or clinicians with Stable's advance permission) and/or attend clinics, schooling shows, or special events on or near the Stable Property. (All of these activities, individually and collectively, will hereafter be referred to as "The Activities.")

NAME OF CONTRACTING PARTY:

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

ADDRESSES OF CONTRACTING PARTIES:

PHONE: [Home] [Business] E-MAIL ADDRESS

I also make this agreement on behalf of the following, who is/are my children or legal ward(s):
1. AGE: 2. AGE:
Child's Date of Birth: Child's Date of Birth:

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

IT IS HEREBY AGREED AS FOLLOWS:

- 1. I have requested to engage in any or all of The Activities.
- 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 danger by trotting or galloping. Equines are also known to kick, buck, rear up, shy, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people, equines, and animals that are on, near, or around them.

Further, I understand that riding, working with, handling, or even being near an equine 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 Stable Property; and/or collisions with other equines, animals, or objects. **I understand these risks and dangers that are inherent in equine activities and I agree to assume all of them. I also understand that these are just some of the inherent risks associated with equines and equine-related activities, 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.**

3. WAIVER AND LIABILITY RELEASE: As consideration for Stable allowing me (directly or indirectly) to engage in any or all of The Activities, now and in the future, I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain at any time when engaging in these and other activities. The term "damages," means, for example, medical expenses, losses incurred because of bodily injuries or property damages, and/or personal property damages. I, for myself and for my heirs, administrators, personal representatives or assigns, release and discharge Copper Creek Farms, L.L.C., John G. Filios, Catherine M. Filios, Gary Graham, and their respective members, managers, employees, agents, contractors, representatives, heirs, and others acting on their behalf of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage, or property damage which may occur at any time – now or in the future – as a result of engaging in any or all of The Activities at any location (except if such loss, injury, or damage is 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.

3. WAIVER AND LIABILITY RELEASE (Continued)

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE WAIVER, AGREEMENT AND LIABILITY RELEASE SET FORTH IN THIS DOCUMENT CONSTITUTES A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 1994 P.A. 351.

By Signing

This Waiver, Agreement and Liability Release, I agree NOT to bring any claim or suit against Copper Creek Farms, L.L.C., John G. Filios, Catherine M. Filios, Gary Graham, and their respective members, managers, employees, agents, contractors, representatives, heirs, and others acting on their behalf based on 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 on or off of the stable property; and/or (4) any act or omission that may constitute ordinary negligence by stable or those directly affiliated with stable (except if loss, injury, or damage is directly caused by stable's gross negligence or wanton and willful misconduct).

4. **INDEMNIFICATION.** I also agree to indemnify and hold harmless Copper Creek Farms, L.L.C., John G. Filios, Catherine M. Filios, Gary Graham, and their respective members, managers, employees, agents, contractors, representatives, heirs, and others acting on their behalf against all damages which are sustained or suffered by any third person(s) ["third persons" are any and all people who are not parties to this Agreement, including, *but not limited to*, my relatives, guests, other Stable visitors or patrons, 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 Headgear and ASTM Protective Vest.** I agree to be fully responsible for my own safety at all times while on, near, or off the Stable Property. Stable has advised me that, for my own protection, I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear. Stable has also advised me that when I am engaged in schooling or competing in cross country activities, I should purchase and wear an equestrian protective vest that satisfies ASTM F1937-98, EN 13158:2000, and BETA 2000 Level 3 standards and a USEA arm band. **I am NOT relying on Stable to provide a helmet, vest, or arm band for me, to check any helmet, vest, or arm band 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 an ASTM standard equestrian protective vest or if I choose not to, this is my decision alone.**

6. **Emergencies.** Person(s) to Contact in Case of Emergency: Name: _____
Phone Number(s): _____
Relationship: _____

7. **Independent Trainers, Instructors, and/or Clinicians.** I am aware that equine trainers, instructors, and/or clinicians may occasionally do business on or near the Stable Property (with Stable's advance approval), but I understand that they operate as wholly independent businesses and do not have an employment, partnership, joint venture, principal-agent or similar arrangement with Stable.

8. This Waiver, Agreement and Liability Release 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 John Filios (on behalf of Stable). Should any clause in this document conflict with Michigan law, only that clause will be null and void and the remainder of this document shall stay in full force and effect at all times, now and in the future. Should I breach this document (or any part of it) I agree to

pay the attorney's fees and court costs related to such breach that were incurred by Stable (and/or persons directly affiliated with Stable). It is also mutually agreed that any disputes arising under this document, or any activities that are undertaken pursuant to this document, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Ingham County, Michigan.

9. **ALSO, I REPRESENT THAT (please check and initial):**

- _____ **G I AM AT OR OVER 18 YEARS OF AGE;**
- _____ **G I AM OF SOUND MIND AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;**
- _____ **G I HAVE READ THIS ENTIRE WAIVER, AGREEMENT AND LIABILITY RELEASE (BOTH PAGES), AND I FULLY UNDERSTAND IT;**
- _____ **G I INTEND FOR THIS WAIVER, AGREEMENT AND LIABILITY RELEASE TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE; AND**
- _____ **G THE INFORMATION I HAVE PROVIDED IN THIS WAIVER, AGREEMENT AND LIABILITY RELEASE 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 REPRESENTATIVE: _____

DATE : _____