

WAIVER, AGREEMENT, AND LIABILITY RELEASE
READ CAREFULLY BEFORE SIGNING

I agree to this Waiver, Agreement, and Liability Release (hereafter, "Agreement") with IVORY FARMS STABLES, LLC, a Michigan limited liability company (hereafter, "Stable"), as a condition for its allowing me and the persons identified below to do any or all of the following at any time and at any location: enter and be on or near any part of the Stable's property, facilities, barns, structures, aisles, arenas, pastures, ponds, fields, trails, observation areas, and surrounding land (hereafter, "Stable Property"); be near horses or ponies (hereafter referred to as "equines"); work with, handle, ride, or drive equines (or be an observer or passenger in horse riding or driving activity) at any location on or off of the Stable Property; show equines, receive instruction, training, or guidance at any location on or off of the Stable Property related to riding, driving, handling, showing, training, of equines, or observe or be near these activities; work with equines; and/or attend or participate in equine-related shows, demonstrations, and/or clinics on or off of 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] _____ [Work] _____ [Cell/Other] _____

To the fullest extent allowed by law, I also make this agreement on behalf of the following persons who is/are my child/ren 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.]

IT IS HEREBY AGREED AS FOLLOWS:

1. **Consideration/Binding Effect Today and in the Future.** I have requested to engage in any or all of The Activities on or off of the Stable Property and am signing this Agreement in consideration for being allowed to engage in any or all of The Activities now and in the future. I understand that although I am signing this Agreement today, it 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 at any time and at any location.

2. **Risks.** I understand that anyone who is riding, driving, being a passenger in a horse-drawn carriage, handling, showing, training, working with, observing, or even near an equine can suffer bodily or 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, bolt, strike, or bite. I know that equines can do these and other 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 other animals that are around them.

Further, I understand that riding, driving, handling, being a passenger on an equine or in horse-drawn carriage activity, showing, training, working with, 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 land where any of The Activities may take place; and/or collisions with other equines, animals, or objects.

Stable has advised me that construction may occasionally take place on the Stable Property near The Activities. Also, people may operate go karts and golf carts around the Stable Property, and this could occur near equines. *I understand these risks and dangers that are inherent in The 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 risks involving The Activities in this Agreement or at any time.*

ADDITIONAL RISKS – COVID-19. I am aware of the spread of Covid-19, which can result in illness or death. Engaging in The Activities at any location could increase my risk of contracting Covid-19. I assume this risk and accept sole responsibility for any injury or illness that may be experienced. I understand that I am responsible for my health and safety and I am responsible for providing my own personal protection equipment (masks, wipes, sanitizers).

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 at any location on or off of the Stable Property, and to the fullest extent allowed under Michigan law, I (on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/ren or legal wards, if any) agree to each of the following:

(a) Ivory Farms Stables, LLC, Lautrec Ltd., and their respective members, managers, officers, directors, employees, agents, assigns, heirs, family members, affiliated persons, representatives and others acting on their behalf (hereafter collectively referred to as “The Released Parties”) shall not be liable for any damages that I (and/or my minor child/ren or legal wards, if any) may sustain now or in the future as a result of engaging in any of The Activities at any time and at any location; and

(b) I/we fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) against The Released Parties whether the claims are known, unknown, anticipated or unanticipated, and whether caused by their ordinary negligence, violation of the Michigan Equine Activity Liability Act, 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” in this Agreement means, for example, medical expenses, any and all claims or losses because of bodily injuries, mental/emotional injuries, property damages, death, and/or personal property damages. This Agreement is intended to apply and be binding whether or not I/we am/are riding, driving, handling, showing, working with, or even near equines. (In accordance with Michigan law, we are not releasing The Released Parties from loss, injury, or damage that is directly caused by gross negligence or willful or wanton misconduct on part of any of The Released Parties.)

WARNING

Under the Michigan Equine Activity Liability Act, 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.

IT IS UNDERSTOOD AND AGREED THAT THIS AGREEMENT IS A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, MCL 691.1661, et seq. BY SIGNING THIS AGREEMENT, I AGREE NOT TO BRING ANY CLAIM OR SUIT AGAINST ANY OF THE RELEASED PARTIES 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 ANY PART OF THE LAND/ STABLE PROPERTY; AND/OR (4) ANY ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE BY ANY OF THE RELEASED PARTIES. (IN ACCORDANCE WITH MICHIGAN LAW, I AM NOT RELEASING THE RELEASED PARTIES FROM LOSS, INJURY, OR DAMAGE THAT IS DIRECTLY CAUSED BY GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT ON PART OF ANY OF THE RELEASED PARTIES.)

WAIVER AND LIABILITY RELEASE PERTAINING TO EQUINE(S). In addition, with respect to each equine that I own, lease, ride, drive, handle, use, or provide for any of The Activities (whether or not I am the one who is working with the equine), I agree to release and discharge The Released Parties of and from all claims, demands, actions, or causes of action (occurring now or in the future, known or unknown), resulting from the ordinary negligence of any of the Released Parties. This waiver and release is intended to apply at all times before, during, or after The Activities take place at any location that may result in injury, loss, or damage to this/these equine(s) and that may accrue from any cause whatsoever, including accidents, illnesses, theft, running away (except if the injury or damage was directly caused by The Released Parties' willful or wanton disregard for my safety or intentional wrongdoing).

INITIAL HERE: _____ **4. INDEMNIFICATION.** To the fullest extent permitted by law, I also agree to indemnify and hold harmless The Released Parties against all claims, demands, or lawsuits that are brought against any of The Released Parties 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 Stable Property or property where The Activities take place, my relatives, guests, etc.]. I also agree to indemnify and hold harmless The Released Parties against all claims, demands, or lawsuits that are brought against any of The Released Parties by my minor child/children that are in any way connected with my/our participation in The Activities, including claims that allege acts or omissions by The Released Parties that are negligent and/or violate an Equine Activity Liability Act. This indemnification shall also include reimbursement of The Released Parties’ reasonable attorney fees.

5. ASTM/SEI 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 purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear that is designed for use when riding or when near equines. I am NOT relying on Stable to provide a helmet for me, to check any helmet or helmet strap I may wear, or to monitor my compliance with this suggestion at any time.

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

Medical Authorization. By signing this Agreement, I grant full authorization for Stable and its representatives, contractors, or employees to administer general first aid treatment for any minor injuries or illnesses experienced by me (including minors, if designated). If any injury or illness requires emergency treatment to myself or my child, I authorize the Stable to summon professional emergency personnel to attend, transport, and treat me, and I consent to any X-ray, anesthetic, transfusion, medication, diagnosis, treatment, or care deemed advisable by a licensed physician, dentist, or other medical professional or institution. I agree to assume financial responsibility for all costs. This authorization is given in advance of any such medical attention but is given to provide my authority. I agree to release The Released Parties and hold them harmless from liability connected with obtaining medical attention for myself or others on my behalf. This authorization is effective continuously.

7. Independent Equine Professionals. I am aware that equine professionals (such as instructors, trainers, or clinicians) may do business on the Stable Property. However, I understand that they have independent businesses and have no employment, partnership, joint venture, principal-agent, or other similar arrangement with Stable.

8. This Agreement is governed by Michigan law and is intended to be as broad and inclusive as Michigan law permits. Should any part of this Agreement conflict with Michigan law, only that part will be void but the remainder of this Agreement shall stay in full force and effect at all times, now and in the future. This Agreement can only be modified in writing and signed by a Manager of Stable and me. Should I breach this Agreement, or any part of it, I agree to pay attorney fees and court costs related to such breach that are incurred by any or all of The Released Parties. I also agree to pay attorney fees and costs incurred to enforce this Agreement, and I will indemnify and hold harmless The Released Parties for all such fees and costs. It is also agreed that any disputes that may arise under this Agreement, or any activities that are undertaken pursuant to this Agreement, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Oakland County, Michigan.

9. ALSO, I REPRESENT (Check and initial each box 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 (3 PAGES), AND I FULLY UNDERSTAND IT;**
- _____ **THIS AGREEMENT IS VALID AND BINDING TODAY AND IN THE FUTURE;**
- _____ **I AM THE PARENT/LEGALLY APPOINTED GUARDIAN OF THE CHILD(REN) OR LEGAL WARDS LISTED IN THIS AGREEMENT (WHERE APPLICABLE);**
- _____ **IF ANYONE IS HURT OR PROPERTY DAMAGED BY PARTICIPATION IN ANY OF THE ACTIVITIES, A COURT MAY FIND I HAVE WAIVED MY RIGHT TO SUE; 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 : _____

ACCEPTED BY IVORY FARMS STABLES, LLC: _____

DATE: _____