

RELEASE OF LIABILITY & ASSUMPTION OF RISK **AGREEMENT**

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.
*Michigan Equine Activity Liability Act (1994 P.A. 351)***

READ CAREFULLY AS THIS AGREEMENT LIMITS YOUR LEGAL RIGHTS AND WARNS YOU OF THE MANY DANGERS WHILE RIDING/HANDLING HORSES

In consideration of participation in a clinic, lessons, and/or training conducted by Courtney Clarke in association with _____ (hereinafter "Host Equine Facility") the undersigned _____ on behalf of him-or her-self, his or her representatives, assigns, executors, heirs and, if applicable, on behalf of his or her minor child or children (collectively hereinafter "Client"), hereby agrees as follows:

Release of Liability and Hold Harmless

1. Client hereby fully and forever releases, waives and discharges a) Courtney Clarke and her employees, instructors, agents, coordinators, representatives and assigns (collectively hereinafter "Clarke") and b) _____, the owner and/or operator of the Host Equine Facility and its employees, managers, agents, representatives and assigns (collectively hereinafter "the Host") singly and together (collectively hereinafter "Releasees") from any and all claims, demands, actions, or causes of action of any kind, which Client may or might have against Releasees or either of them, arising from or by reason of any and all known and unknown, foreseen or unforeseen bodily and personal injuries, damage to property, injury to horse and any consequences thereof, which Client may sustain due to the ordinary negligence of the Releasees.
2. Client further agrees that except for the gross negligence or willful misconduct of the Releasees, Client shall not bring any claim, demand, legal action against and/or sue the Releasees for any economic and non-economic losses due to bodily injury, death, property damage and/or injury to any horse in relation to the Host Equine Facility and the operations and conduct of Releasees, which includes the operations, training and conduct of Clarke at any time whether on the Host Equine Facility or at any other facility, including any horse show competition.
3. Client agrees and understands that the limitations of the liability of Releasees and the waiver of Client's rights to seek compensation from Releasees for injury or damages suffered by Client in connection with equine activity conducted by Clarke at the Host Equine Facility provided for by this Release are in addition to and go beyond the limitations provided for by state law, and that, by signing this Release, Client is not merely acknowledging the limitation imposed on his or her rights already imposed by state law, but is also knowingly and voluntarily agreeing to further limitations on his or her rights to seek compensation for injury or other damages in connection with any clinic, lesson, or training conducted by Clarke at the Host Equine Facility.

Hold Harmless

4. Client hereby agrees to indemnify and hold harmless Releasees from and against any and all claims, liabilities, loss, damages, demands, actions, causes of action, including attorney's fees, costs and expenses of any kind, which may be made against them, or any of them, which arise out of the active or passive negligence of the Releasees while Client is participating in a clinic, taking lessons, riding, training and/or boarding with Releasees, whether at the Host Equine Facility or at any other facility.

Assumption of Risk for Inherent Risks of Horses and Equine Activities

5. **CLIENT HEREBY ACKNOWLEDGES AND ASSUMES THE RISK THAT HORSES AND RIDING ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE.** Client also expressly acknowledges that injuries received may be compounded or increased by negligent maintenance of the Host Equine Facility, negligent care of horses, faulty or improperly secured equipment, improper instruction and supervision, Acts of God, and negligent rescue operations or procedures of the Releasees, negligent handling of horses and independent operations by other

participants in any clinic, lessons, or training, or by trainers, riders and/or boarders who use the Host Equine Facility or by others who are not affiliated with Releasees.

6. CLIENT ALSO EXPRESSLY ACKNOWLEDGES THAT HORSEBACK RIDING IS A DANGEROUS ACTIVITY AND INVOLVES INHERENT RISKS THAT MAY CAUSE SERIOUS INJURY, AND IN SOME CASES DEATH, BECAUSE OF THE UNPREDICTABLE NATURE AND IRRATIONAL BEHAVIOR OF HORSES, (and their riders) REGARDLESS OF THEIR TRAINING AND PAST PERFORMANCE. Client acknowledges that a horse or pony, without warning or any apparent cause, can buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's foot, or push a person, all of which may injure the Client directly, or cause the rider or observer to fall or be jolted, resulting in serious injury or death.

7. Client acknowledges that saddles, bridles and other equine equipment may loosen or break. If the horse and/or equine equipment for the clinic, lesson, or training have been provided by Releasees, Client further acknowledges that equine equipment may have hidden or latent defects, that excessive wear may not be readily detectable, that proper adjustment is often difficult to ascertain and that equipment which was initially properly adjusted may loosen or otherwise cease to be properly adjusted during the course of a clinic, lesson, or training; that the breakage or improper adjustment of equine equipment may cause the Client to fall or otherwise result in serious injury or death; that the risks arising from equine equipment and its adjustment are heightened for beginning riders for whom the proper use and adjustment of equine equipment is a principal part of the clinic, lesson, or training, and this release from liability and assumption of risk applies to risks, injury, and damages arising from equine equipment whether provided by Client or Releasees, and from the handling, use, and adjustment of equine equipment whether by the Client or Clarke.

8. Client acknowledges that in some instances there may be the opportunity for participants in the clinic, lesson, and or training to engage in riding, including trail riding, outside of a training ring, (Extra-Ring Equine Activities) either during or after the conclusion of the session conducted by Clarke. Client further acknowledges that in the event of Extra-Ring Equine Activities, 1) Trares cannot monitor the conduct of the Client, and/or other session participants as closely as she can during regular clinic, lesson, and/or training sessions in a training ring, and 2) horses are subject to additional and unpredictable stimuli outside the controlled environment of a training ring, such that the inherent risks of equine activities are significantly increased, and that by choosing to participate in Extra-Ring Equine Activities, the Client accepts such increased risk

9. Client acknowledges that Clarke cannot guarantee that a horse selected for Client will be suitable at **ALL** times as Client acknowledges any horse no matter what age and no matter what training it has received can still be unpredictable and can cause injury. As Releasees have many clients, including many beginner riders, riders in the past may have fallen, been thrown or injured by a horse now provided to Client.

10. Client acknowledges that Releasees have no ability to evaluate the temperament or fitness of any horse brought to the clinic, lesson, or training session by another session participant, and that Releasees ability to mitigate the inherent risks associated with horses and equine activities both for the rider of such horse and for other participants is reduced by the participation of horses unknown to Releasees prior to the session.

11. **FOR SESSIONS INVOLVING BEGINNING RIDERS:** Client acknowledges, insofar as a principal goal of beginning sessions is to teach participants about safely handling horses and engaging in basic equine activities, and insofar as it is necessarily true that not all areas of equine safety can be taught first and that mastering many elements of equine safety involve a combination of both theoretical knowledge and practical application, that the inherent risks associated with horses and equine activities are increased during beginning sessions because the Client and other participants will not yet have learned, mastered, or practiced all relevant areas of equine safety, and that by agreeing to participate in such sessions involving beginning riders, the Client accepts such increased risk.

12. **FOR SESSIONS INVOLVING EXPERIENCED RIDERS:** Client acknowledges that the goal of clinics, lessons, and training involving experienced riders is to develop advanced horsemanship skills, that even experienced riders may face increased dangers from the inherent risks of horses and equine activities when they and their fellow-participants (who may be of significantly varying levels of competence) are engaged in new or unfamiliar equine activities, and that by agreeing to participate in such sessions involving advanced horsemanship skills, the Client accepts such increased risk.

13. Client acknowledges that other persons not directly engaged in the clinic, lesson or training may be at the Host Equine Facility. Neither Clarke nor the Host can control riders who use the Host Equine Facility or neighboring areas from making

noises, or causing disturbances that may cause any horse, no matter how old and docile, to spook or react suddenly. The Host Equine Facility contains roads and driveways that are traversed by cars, tractors, trailers and heavy equipment which may or may not be driven by Releasees' personnel; these vehicles and equipment may spook a horse. Releasees cannot control or monitor the handling of horses by others who may be near or adjacent to Client while riding and Client assumes the risk of injury from actions by others as well.

Suitability of Client for Equine Activity

14. Client hereby represents to Releasees that Client has inquired into the equine activities associated with the clinic, lesson, or training offered, that Client understands the nature of such activities and the physical capacities required for such activities, and that Client has the ability to safely engage in such equine activities, and Client further represents that Client has no physical or mental limitation which would affect his or her ability to engage in equine activities, or which would affect Client's ability to understand and comply with instructions from Clarke, except: _____ further, Client acknowledges that Releasees will rely upon Client's representations above as to Client's ability and limitations in determining whether to admit Client to the clinic, lesson, or training and that failure to identify relevant limitations will increase the danger to the client from the inherent risks of horses and equine activities and reduce or eliminate the ability of the Releasees to accommodate such limitations and relieve Releasees from liability arising from failure to accommodate such condition.

15. FOR CLIENTS WHO HAVE IDENTIFIED LIMITING CONDITIONS: Client acknowledges that the condition set forth above heightens the inherent risks associated with handling and riding horses, and understands that even though Releasees are aware of the condition and will exercise due care with regard to the safety of Client in light of that condition, such awareness and due care cannot fully eliminate the increased risk of injury or death resulting from such condition. Client further acknowledges and agrees that this release of liability extends and applies to any claims arising out of any ordinary negligence on the part of Releasees with regard to a) the Releasees' accommodation of such condition and b) the Releasees' reaction to any situation arising from said condition, and that the release of liability and assumption of risk apply to any situation in which the degree or nature of my injury may be increased or worsened by said condition.

Riding Helmet and Apparel Warning

16. Client acknowledges that all horse handlers and riders should wear protective headgear which meets or exceeds the quality standards of the SEI certified ASTM standard while riding and being near horses and understands that the wearing of such helmet may reduce the severity of any injury incurred, and if Client chooses not to wear such helmet, Client assumes all such risk of injury resulting therefrom. Client further agrees that all minors must wear protective headgear while riding.

17. Client acknowledges that riding boots and protective clothing such as vests should be worn while riding, and Client assumes the risk of injury if he or she chooses not to wear riding boots and/or protective clothing.

Personal Property

18. Client acknowledges that while on the Host Equine Facility direct loss or damage, theft, or injury to Client's horses, tack, or equipment is not covered by Releasees' insurance. Releasees shall not be responsible for such loss, damaged, stolen or injured property. Client understands that he or she is responsible for carrying his or her own health insurance and personal property insurance.

Governing Laws, Severability and Completeness

19. This agreement shall be governed by the laws of the State of Michigan and will be enforced and interpreted pursuant to such laws, and Client agrees that this Release of Liability and Assumption of Risk extends to all acts of ordinary negligence of Releasees and is intended to be as broad and inclusive as is permitted by the laws of this State. If any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect. Client agrees that this Release contains important warnings and Client understands that no oral representations or statements made by Releasees will modify or invalidate any portion of this agreement and Client does not rely on any oral representations or statements made by Releasees that may seem to be contrary to, limit, or modify the above warnings and waiver.

Use of Media

20. By signing this agreement, I also am giving my consent for Clarke to use any image, either photo or video, of myself from any event I participate in with her in advertisements and publications.

CLIENT HAS READ THIS AGREEMENT AND UNDERSTANDS THE WARNINGS, ASSUMPTION OF RISK AND RELEASE OF LIABILITY CONTAINED HEREIN AND AGREES TO THE SAME AS SET FORTH ABOVE ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, EXECUTORS, REPRESENTATIVES AND WHERE APPLICABLE, MY MINOR CHILD OR CHILDREN AND THEIR HEIRS, ASSIGNS, EXECUTORS OR REPRESENTATIVES.

Client Name (Print) _____
Adult Client Signature _____ Date _____
Parent or Guardian of Minor Client Signature _____ Date _____
Address _____

In case of an emergency, contact:

Name _____ Relationship _____
Home Telephone Number _____ Alternate Telephone Number _____

Emergency Medical Care Authorized for Minors

In the event of injury to _____, a Client who is a minor child, I _____, hereby authorize Courtney Clarke, or if she is unavailable, any Releasee, to act on my behalf if I am not present or am otherwise unavailable, to obtain such emergency medical care that may be necessary to protect the life or limb of the injured Client. I further hereby certify that I am that Client's parent, and or legal guardian, and that I have the authority both to authorize medical treatment for Client and to delegate that authority to others.

Signature _____ Date _____

Legal Relationship to Client (Circle One): Parent or Guardian