

RELEASE AND WAIVER OF LIABILITY AGREEMENT

This RELEASE of LIABILITY is made and entered into by _____ herein after designated Participant (defined to include, without limitation, the owner, lessee, trainer, manager, agent, coach, rider, driver, and handler) who acknowledges that he/she has voluntarily agreed to participate in an equestrian activity and in consideration of the acceptance of such entry hereby agrees as follows:

- 1) The Participant understands that the activities involve horses and equipment and are inherently dangerous activities;
- 2) Participant is voluntarily agreeing to participate in these activities with knowledge of the danger involved and agrees to ASSUME ANY AND ALL RISKS of bodily injury, death or property damage to his or her self, horse(s), or property;
- 3) Participant agrees TO INDEMNIFY AND HOLD HARMLESS HJAM and Windsong Stable Inc from all claims, losses, damages, or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by any act, omission or neglect of the undersigned or of the undersigned agents or their horse(s), or from other participants or their horse(s) which occur in or about the premises where the activities are taking place;
- 4) Participant agrees to hold HJAM and Windsong Stable Inc and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of participation in said activity except if the damages are caused by the direct, willful and wanton negligence of HJAM and Windsong Stable Inc.
- 5) HJAM and Windsong Stable Inc agrees to hold Participant and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of participation in said activity except if the damages are caused by the direct, willful and wanton negligence of the Participant;
- 6) Participant agrees to abide by all of HJAM and Windsong Stable's rules and regulations;
- 7) This contract is non-assignable and non-transferable and is made and entered into the State of Michigan, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then only that clause is null and void. When Participant and Participant's parent or guardian, if Participant is a minor, sign this contract, it will then be binding, subject to the above terms and conditions;

Participant's Signature and Date

Participant's Parent or Guardian (If Participant is a minor.)

Warning - Under the Michigan equine activity liability act, an equine activity sponsor or 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.