



BLAZING TRAILS, LLC

Pinckney, Michigan 48169

WAIVER and RELEASE AGREEMENT

Please read carefully before signing. This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities and the use of horses of BLAZING TRAILS (hereafter, "Stable"),
I, (name) _____, agree to the following Waiver and Release:

Please read and initial each section:

_____ I acknowledge that horseback riding has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. **I UNDERSTAND THAT THESE RISKS, HAZARDS AND DANGERS INCLUDE WITHOUT LIMITATION:**

1. The propensity of the animal to behave in ways that may result in injury, harm or death to persons on or around them;
2. The unpredictability of the horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
3. Certain hazards such as surface and sub-surface conditions;
4. Collision with other animals or objects;
5. The potential of the participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. I may encounter variations in terrain that are my responsibility and I assume these risks including creeks, water, bridges, traveled roads, wild things, stumps, forest growth, debris, rocks and cliffs, and other obstacles whether they are obvious or not obvious, man-made or natural;
6. Encounters with wildlife, animals and insects;
7. Temperature extremes and inclement weather conditions;
8. The potential for saddle girths (strap that fastens around horse's belly) to loosen during a ride, even when properly fastened; and I am aware that this Stable regularly checks it's saddle's girths.

_____ I understand the risks, hazards and dangers described above and have had the opportunity to discuss them with this Stable . • I am NOT relying on this Stable to list all possible equine-related risks for me in this document or at any time, now or in the future • I understand that these activities may require, and that I believe I have, good physical condition and a degree of skill and knowledge necessary for me to engage in these activities safely • I understand that I have responsibilities . • My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. **I AM VOLUNTARILY USING THE SERVICES OF THIS STABLE WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY ALL RISKS OF INJURY, PARALYSIS OR DEATH.**

_____ I, for myself, my heirs, successors, executors and subrogees, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS BLAZING TRAILS, LLC, and the STATE OF MICHIGAN (PROPERTY OWNER) (hereafter, "Stable, et al)** their directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis or death results from negligence of this Stable, et al, or from some other cause. I, for myself, my heirs, my successors, executors and subrogees, further agree not to sue this Stable, et al, as a result of injury, paralysis or death suffered in connection with my use and participation in the activities of riding/handling/being near horses.

_____ I am in good physical health and have the ability to safely engage in equine activities. My riding ability is:
_____ **Beginner** _____ **Advanced Beginner** _____ **Intermediate** _____ **Advanced Intermediate** _____ **Advanced**
and I understand that during orientation instruction will be given when I will be asked again, and will be honest, about my riding skills.

_____ I wish this Stable to be aware of the following physical and/or mental conditions or personal needs that may affect my safety and ability to engage in any of the activities: _____

WARNING:

Under the Michigan Equine Activity Act [1994 PA 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.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT

Please initial below

- _____ I am at or more than 18 years of age or...
- _____ I am between 6 and 18 years of age (a minor and have a parent/guardian/custodian to sign on my behalf);
- _____ 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 (2 pages) and fully understand it;
- _____ I intend for this agreement to be valid and binding today and at all times in the future;
- _____ All of the information that I have provided is true and accurate; and
- _____ I understand that this Stable reserves the right to refuse to allow me or others to ride or handle a horse if, in this Stable's sole discretion, my participation poses a safety risk to me or to any of this Stable's horses;

Signature _____ Date _____

Please print clearly and carefully the information below:

Address _____ City, St, Zip _____

Phone _____ Email _____

EMERGENCY CONTACT INFORMATION: (please print clearly)

Name and Relation _____

Phone (1) _____ (2) _____

If participant is under eighteen (18) years of age, parent, guardian or custodian must sign the following INDEMNIFICATION:

In consideration for the above minor being permitted by (parent/guardian/custodian) _____ to participate in the activities of this Stable which include, without limitation, the use of its services, animals and equipment, I agree to the following waiver, release and indemnification.

I, the undersigned parent, guardian or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify and forever defend this Stable, et al, their directors, officers, agents, employees and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorney's fees), and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of riding/handling/being near horses and his/her use of the property, animals, and facilities of this Stable. I, for myself and on behalf of said minor, further agree not to sue this Stable, et al, as a result of any injury, paralysis or death that said minor suffers in connection with her/her participation in the activities of riding/handling/being near horses.

Signature of Parent, Guardian or Custodian of Minor _____

Print Name of Minor _____ Age _____ Date _____

_____ This Stable has presented to me a **SAFETY HELMET/PROTECTIVE HEADGEAR AGREEMENT AND RELEASE** on a separate piece of paper and I have signed it for myself and/or as a parent/guardian/custodian of a minor.

SAFETY HELMET/PROTECTIVE HEADGEAR AGREEMENT AND RELEASE

It is statistically clear that there are certain inherent dangers associated with horseback riding. One of those dangers is the risk of suffering serious head injury should the rider fall or be thrown from his/her horse. It is, therefore, the policy of BLAZING TRAILS, LLC and its assigns to strongly recommend that safety riding helmets be worn at all times when riders are mounted on a horse.

Please read and initial below:

_____ **At my request, this Stable will provide an equestrian safety helmet** (at no charge) that is ASTM-standard/SEI-certified* and designed for use when riding or when near horses or ponies. I understand that these helmets are designed to reduce the severity of some head injuries and possibly prevent death from happening as the result of a fall or other occurrences, they cannot prevent all injuries or even death from occurring. I also understand that neither BLAZING TRAILS, LLC, nor its members, employees, agents or affiliated persons can guarantee the suitability of any helmet that has been provided.

_____ **I agree to be fully responsible for my own safety at all times.** This Stable has advised me that, for my own protection, I should wear properly fitted and secured (ASTM/SEI) equestrian headgear. I am NOT relying on this Stable to provide a certified helmet for me, to check any helmet or helmet strap 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/SEI helmet, or if I choose not to, this is my decision alone.**

_____ **YES:** I choose to wear an ASTM/SEI helmet (*check one*) that _____ **this Stable has provided** or that _____ **I have provided** and has been checked for proper certification by this Stable. I also agree that:

(HA.1) By signing below, I (for myself, individually, and also on behalf of my child/ren and/or legal ward/s, heirs, administrators, personal representatives or assigns) **release and discharge** BLAZING TRAILS, LLC and its respective members, managers, employees, agents, representatives, heirs, assigns and others acting on their behalf, **of and from all claims, demands or causes of action, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of bodily injury or damage** that may be sustained, or property damage which may occur, **as a result of the use of the helmet and headgear provided** (except for their gross negligence or willful and wanton misconduct).

Signature _____ Date _____

_____ **YES:** I choose to have **the minor/s** listed below to wear an ASTM/SEI helmet (*check one*) that _____ **this Stable has provided** or that _____ **I or the minor/s has/have provided** and has been checked for proper certification by this Stable. I also agree to the indemnification (HA.1) above.

Rider (1) _____ Age _____ Rider (2) _____ Age _____

Rider (3) _____ Age _____ Rider (4) _____ Age _____

Parent/Guardian/Custodian Signature _____ Date _____

For your convenience, proper equestrian helmet fit posters and instructions are available.

**American Society for Testing and Materials standard F1163/Safety Equipment Institute*

_____ **NO:** I choose NOT to wear any safety helmet. I also agree that:

(HA.2) By signing below, I (for myself, individually, and also on behalf of my child/ren and/or legal ward/s, heirs, administrators, personal representatives or assigns) **release and discharge** BLAZING TRAILS, LLC and its respective members, managers, employees, agents, representatives, heirs, assigns and others acting on their behalf, **of and from all claims, demands or causes of action, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of bodily injury or damage** that may be sustained, or property damage which may occur, **as a result of my actions and failure to wear a safety riding helmet.**

Signature _____ Date _____

_____ **NO:** I choose to have **the minor/s** listed below NOT to wear an ASTM/SEI helmet. I also agree to the indemnification (HA.2) above.

Rider (1) _____ Age _____ Rider (2) _____ Age _____

Rider (3) _____ Age _____ Rider (4) _____ Age _____

Parent/Guardian/Custodian Signature _____ Date _____

Witness Name _____ Witness Signature _____



BLAZING TRAILS, LLC

Pinckney, Hell, MI 48169

(staff use only)

4/2014