



AGREEMENT AND LIABILITY RELEASE

READ CAREFULLY BEFORE SIGNING

I agree to the following agreement with Miracle Meadows Ranch Inc. as a condition for its allowing me, and persons identified below, to enter the premises located at 3604 Chase rd Adrian, MI 49221, and surrounding areas and trails(hereinafter, the "stable property"), be near horses or ponies, livestock, receive riding instruction or guidance from independent instructors, volunteers, trainers, or clinicians, and /or ride horses or ponies(regardless of who owns them) on, near, or off of the property.

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 agreement is and shall be binding each time now and in the future when Miracle Meadow permits me (directly or indirectly) to enter the property, be near horses or ponies, livestock, handle horses or ponies, receive riding instruction or guidance from independent instructors, trainers, volunteers or clinicians, and/or ride horses or ponies (regardless of who owns them) on, near, or off of the property.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to enter the Miracle Meadows Ranch property, be near horses , ponies or live stock, handle horses or ponies, receive riding instruction or guidance from independent instructors, trainers, volunteers or clinicians, and /or ride horses or ponies (regardless of who owns them) on, near, or off the Stable property.

2. *Risks.* I understand that anyone riding, handling, or even being near a horse , pony, or live stock can suffer bodily and other injuries. Among other things, horses, ponies(also called equines) and livestock are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of a horse , pony or livestock are to jump forward or sideways, or run away from danger by trotting or galloping. Horses , ponies and livestock are also known to kick, buck, rear up, strike, or bite. I know that horses, ponies, and livestock can do any of these things without warning. I also understand that all horses, ponies, and livestock even if they have no history of inflicting injury, are powerful and have the potential to be dangerous.

Further, I understand that riding, handling, or being near a horse , pony or livestock can expose me to numerous hazards, which could include, *for example*: the propensity of a horse or pony to behave in ways that may result in injury, harm, or death to persons around them; the unpredictability of a horse, pony's, livestock'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 the property; and/or collisions with other horses, ponies, livestock or objects. **I understand these risks and dangers inherent in horse/pony/livestock activities, and agree to assume them. I also understand that these are just some of the risks, and I agree to assume others. I am not relying on Miracle Meadows Ranch to list all possible equine/livestock -related risks.**

3. LIABILITY RELEASE: As consideration for being allowed to enter or be near the Miracle Meadow property, be near horses or ponies, receive riding instruction or guidance from independent instructors, volunteers, trainers, or clinicians, and/or ride horses or ponies on, near, or off of the property, I agree to assume full responsibility for any and all bodily injuries, losses, or damages which I may sustain 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 my heirs, administrators, personal representatives or assigns, release and discharge Jacques and Anne Schiller, Sharon Sowle and their respective officers, volunteers, directors, employees, agents, insurers, representatives, heirs, assigns, affiliated persons 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, loss, or damage that may be sustained, or property damage which may occur as a result of being on the property, being near horses ,ponies,livestock, handling horses or ponies, receiving riding instruction or guidance from anyone, and/or riding horses or ponies on, near, or off of the property(except if such injury or damage is caused by the 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.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE LIABILITY RELEASE SET FORTH HEREIN SHALL CONSTITUTE A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 1994 P.A.351. BY SIGNING THIS AGREEMENT AND LIABILITY RELEASE, I FULLY AGREE NOT TO BRING ANY CLAIM OR SUIT ON THE BASIS OF ANY EXCEPTION IN THAT LAW. IN PARTICULAR, I AGREE NOT TO BRING A CLAIM OR SUIT AGAINST STABLE, ITS OFFICERS, VOLUNTEERS, DIRECTORS, EMPLOYEES, AGENTS, INSURETS, OR AFFILIATED PERSONS FOR; (1) FAULTY TACK OR EQUIPMENT ON AN EQUINE; (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 THE STABLE PROPERTY; OR (4) ANY ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE.

4. INDEMNIFICATION. I also agree to indemnify and hold harmless Miracle Meadows, Jacques and Anne Schiller, Sharon Sowle and their respective officers, directors, volunteers , employees, agents, insurers, representatives, heirs, assigns, affiliated persons, and others acting on their behalf against all damages which are sustained or suffered by any third person(s) [people who are not parties to this Agreement, including, *but not limited to*, my relatives, guests, etc.], including any and all injuries or damages whatsoever that I may cause, directly or indirectly, while being on the property, being near horses , ponies, or live stock, handling horses or ponies, receiving riding instruction or guidance from anyone, and/ or riding or near horses or ponies on, near, or off of the property. The indemnification shall include attorney's fees.

5. ASTM/SEI Headgear. I agree to be fully responsible for my own safety while on, near, or off of the 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 when riding or near horses or ponies. I am not relying on Miracle Meadow to monitor my compliance with this suggestion.

7. *Emergencies.* Person(s) to Contact in Case of Emergency;

Phone #;

8. *Insurance.* I represent that I am now and will be at all times while on or near the property, covered by accident/medical insurance, as described below, or I represent that I have sufficient funds to pay for the costs of my own medical care

My insurance company is;

Policy Number:

9. *Miscellaneous.* Michigan law governs this Agreement and Liability Release. This document can only be modified in writing and signed by Anne or Jacques Schiller on behalf of Miracle Meadow. Should any clause in this document conflict with Michigan law, that clause will be null and void and the remainder shall stay in effect. It is also mutually agreed that any disputes arising under this Agreement and Liability Release, or any activities undertaken pursuant to this Agreement and Liability Release, shall be litigated in Lenawee County, Michigan, or, as appropriate, in a U.S. District Court in Michigan. Miracle Meadows shall have the exclusive right, in its sole discretion, to submit any dispute arising under this Agreement and Liability Release to binding arbitration under the rules of the American Arbitration Association; I consent to such forum if selected by Miracle Meadows and agree to waive any right to a jury trial. If I breach this Agreement and Liability Release; I will pay Miracle Meadows attorneys fees and court/arbitration costs related to such breach.

10. **ALSO, I REPRESENT THAT;**

I AM AT OR OVER 18 YEARS OF AGE;

I AM OF SOUND MIND, AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR

INTOXICANTS;

I HAVE READ THIS ENTIRE AGREEMENT AND LIABILITY RELEASE (ALL PAGES), AND I FULLY UNDERSTAND IT; AND

THE INFORMATION I HAVE PROVIDED HEREIN IS TRUE AND ACCURATE.

I give permission to take and publish my picture on website or other Miracle Meadows advertisements.
Yes or **No** (please circle one)

SIGNATURE OF CONTRACTING PARTY:

PRINT NAME HERE: _____ DATE: _____

If under the age of 18 Parental or Guardian Signature required :

Name of Child: _____ Age: _____

Address: _____

Phone: _____

Email: _____

I as a parent/guardian require my child to wear a helmet (Circle one) **Yes** or **No**

Parent or Guardian Signature: _____

