

## Willowbrooke Farm Liability Release

7461 Brookville Road

Plymouth, MI 48170

Willowbrooke-farm.com

In consideration of the opportunity to enter the premises of Willowbrooke Farm (the "Farm") and participate in the Farm's equine and other activities, and knowing that my participation in those activities is expressly conditioned on this Liability Release (the "Release"), I agree to the following:

### 1. Waiver and Release of Liability:

My participation is voluntary and subjects me to the possibility of physical injury, including serious injury or death. I release and hold harmless the Farm, its officers, directors, employees, agents, owners, volunteers, and contractors (the "Releases") from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from any activity that I participate in while at the Farm, including those caused by negligent acts or omissions of any or all of the Releases. I assume the risk of any activity that I participate in at the Farm, including riding, and represent to the Farm that I have the physical fitness to participate in such activities. I will agree to check all tack and equipment that I may use at the Farm, and assume the risk of using any tack or equipment supplied by the Farm or other third parties.

I agree to indemnify and hold harmless the Farm and Releases from and against any and all damages sustained or suffered by any person for any and all injuries or damages whatsoever that I may experience or cause while on the Farm premises. I acknowledge that the use of cell phones around horses and at the Farm is dangerous and creates additional risk to myself and others, and I agree to minimize my use of cell phones while at the Farm, and assume all risk of my use of a cell phone while at the Farm. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a claim on my behalf or on behalf of my estate.

### 2. General Provisions:

I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any claim or the meaning or effect of any provision of the Agreement shall be conducted only in the federal or state courts located in Washtenaw County, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts. This Agreement contains the entire understanding between and among parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

Initials \_\_\_\_\_

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## Equine Activity Liability Act of Michigan

MCL 691.1661-691.1667

### 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.

By my signature below, I acknowledge that I have read and understand that this Agreement includes my waiver and release of significant rights and my assumption of significant risk and indemnification responsibilities in participating in activities at the Farm.

If signing on behalf of myself and my minor child(ren) or legal ward(s), by my signature below, I warrant that I have full legal authority to waive these rights for my minor child(ren) and/or legal ward(s).

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

If Parent/Responsible Party, Please add Name and Date of Birth for all minors requesting entrance to premises and bound by this agreement:

1. Name: \_\_\_\_\_ DOB: \_\_\_\_\_

2. Name: \_\_\_\_\_ DOB: \_\_\_\_\_

3. Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Countersigned: \_\_\_\_\_

Willowbrook Farm, by its Owner, Jennifer Blades

Initials: \_\_\_\_\_ Page 2 of 2