



920 N. East Silver Lake Rd., Traverse City, MI 49685 PH: (231) 946-8490

(Please Read this document carefully)

AGREEMENT AND RELEASE OF INDIVIDUALS PARTICIPATING IN A DANGEROUS ACTIVITY

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”

Name of Participant: _____ Date: _____

Parent/Guardian: _____

(for all participants under the age of 18)

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell #: _____

Email address: _____

In case of an Emergency (Contact): _____

Relationship to participant: _____ Emergency Phone #: _____

- 1. RELEASING PARTY (RELEASOR).** The above named Participant (through their Parent/Guardian, if applicable) hereafter referred to as Releasor, executes this agreement and releases on the date first stated above and to be effective until cancelled in writing delivered to the Releasees.
- 2. PARTY RELEASED (RELEASEE).** This release is made in favor of Casalae farms, Inc., Karen Duell and Steven Duell. Also included are their family members and employees individually as they conduct business. This release includes all successors, assigns and legal representatives of the Releasees.
- 3. HORSE RELATED ACTIVITIES DEFINED.** For the purpose of this agreement and release, “Horse Related Activities” are defined as all games and events, as well as training, lessons, handling, observing, exercising and general caring for the horse/s.
- 4. CONSIDERATION.** The consideration for this agreement and release is the permission given to Releasor to participate in horse related activities of the Releasees’ farm using horses owned or under control of Releasees.

- 5. **RELEASE BINDING.** This release binds not only Releasor with regards to any claims arising from participation in this activity, but also Releasor’s spouse, heirs, legal representatives and assigns.
- 6. **CLAIMS RELEASED.** Releasor releases Releasee from any and all claims for the loss or damage including personal injury or death, whether or not caused by Releasors’ negligence, while participating in horse related activities as defined in (3) above.
- 7. **INVALIDITY.** If any portion of this Release shall be held invalid under the laws of the State of Michigan, those parts that are not held invalid shall continue in full force and effect.
- 8. **SPECIFIC REPRESENTATIONS BY RELEASOR.** Releasor represents as follows:
 - A. I understand that horse related activities will expose me to above normal risk.
 - B. I agree I am responsible for my own safety.
 - C. “Under the Michigan Equine Activity Liability Act, an equine professional is not liable for injury to or the death of a participant in any equine activity resulting from an inherent risk of equine activity”
 - D. I agree that Releasees will not be liable if I suffer personal injury or death.
- 9. **HORSEBACK RIDING INSTRUCTION/LESSONS.** I/we also understand that when a lesson is scheduled and I/we do not give Casalae farms, Inc. personnel a twenty-four (24) hour advanced notice of cancellation, I/we will be charged one-half (1/2) the lesson(s) price.

IN WITNESS WHEREOF, Releasor has signed this release at the farms address or away, on the date first written above.

I HAVE READ THIS AGREEMENT AND RELEASE, BEFORE SIGNING IT AND I HAVE BEEN GIVEN TIME TO CONSIDER ITS PROVISIONS AND OBTAIN EXPLANATIONS OF PROVISIONS I DID NOT UNDERSTAND.

Releasor signature or Parent/Guardian: _____

(Print Releasor Name)

Accepted by: _____
(Print Releasees name)

(Signature of the Releasees)

Witness (if any): _____
(Print name)

(Signature)