

**WILLOW POND STABLES, LLC**

2240 S. River Road  
Saginaw, MI 48609  
989-781-7707

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,  
AND INDEMNITY AGREEMENT**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS OTHERWISE PROVIDED UNDER MICHIGAN LAW, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES FOR THE ORDINARY NEGLIGENCE OF WILLOW POND STABLES, LLC, ITS MANAGER, ITS EMPLOYEES, ITS REPRESENTATIVES, ITS AGENTS, OR ANY OTHERS ACTING ON ITS BEHALF, KAREN BOETTCHER, RAYMOND BOETTCHER, THEIR FAMILY MEMBERS, HEIRS, ASSIGNS, OR ANY OTHERS ACTING ON THEIR BEHALF (HEREAFTER COLLECTIVELY REFERRED TO AS “STABLE”).

I, \_\_\_\_\_ and \_\_\_\_\_, reside  
at \_\_\_\_\_ (Address), in (City), \_\_\_\_\_ (State), \_\_\_\_\_ (Zip)  
\_\_\_\_\_.

In consideration for allowing me and/or my minor child(ren) to be on the premises, and/or handle, and/or ride a horse, and on behalf of my personal representatives, heirs, next-of-kin, spouses, and assigns, I HEREBY:

1. **ACKNOWLEDGE THAT HORSES ARE UNPREDICTABLE AND DANGEROUS!** I understand that a horse may, without limitation and without warning or apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, and make unpredictable movements or reactions to sounds, sudden movements, people, other animals, unfamiliar objects, and hazardous surface or subsurface conditions. Further, a horse may spook, jump obstacles, collide with another horse or person, step on a person’s feet, push or shove a person, knock or throw a person to the ground, and that saddles or bridles (tack) may loosen or break – all or any of which may result in serious injury or death.
2. Acknowledge that due to the unpredictable nature of horses, working with horses in any manner, including but not limited to horseback riding, is an inherently dangerous activity and involves risks that may cause serious injury and, in some cases, death.
3. Agree to not invite or permit any person(s) to enter the premises or engage in any equine activity as my guest. Any such participant will be deemed a trespasser, not an invitee, unless the person(s) execute(s) an Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement.
4. Voluntarily assume the risk and danger of injury and/or death inherent in being on the premises, the handling or riding of the horse, and use of saddles, bridles, and equipment provided to me by Stable.

5. Agree to hold harmless and release the Stable from liability for any and all bodily injuries or damages that I may sustain or that my child(ren) might sustain that are caused in whole or in part by the ordinary negligence or legal liability of the Stable (except if the injury or damage is directly caused by Stable's gross negligence or wanton and willful misconduct). This waiver and release of liability will apply at all times – now and in the future – when I am on, near, or off the Stable's premises, regardless of whether or not I am riding a horse or near horses or my child(ren) is/are riding a horse or near horses. The term "damages" means medical expenses, expenses or losses incurred because of bodily injury or property damages, and/or personal property damages.

**I UNDERSTAND AND AGREE THAT THIS WAIVER AND LIABILITY RELEASE IS A WAIVER OF LIABILITY BEYOND THE PROVISIONS SET FORTH IN THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT (P.A. 351 of 1994).**

6. Indemnify, and save and hold harmless Stable from and against any loss, liability, damage or cost they may incur arising out of, or in any way connected with, being on the premises, my handling or riding the horse and/or use of any saddles or bridles or equipment provided therewith resulting from or contributing to my own negligence or the negligence of the Stable.
7. Expressly agree that the foregoing release, assumption of risk, and indemnity agreement is covered by Michigan law and is intended to be as broad and inclusive as is permitted by Michigan law, and if any portion of this Agreement is determined to be invalid, unenforceable, or illegal for any reason, the rest of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable for any injury or damage in breach of this contract, I will pay all reasonable attorney's fees and costs incurred by the Stable in defending such an action.
9. Acknowledge that ALL RIDERS MUST WEAR A PROTECTIVE HELMET\*\*.

\*\*I am at least 18 years old. I choose not to wear a protective helmet. I understand that by choosing not to wear a protective helmet, I may severely injure myself, and that those injuries could result in cuts, bruises, broken bones, paralysis, and my death. \_\_\_\_\_ **Initials.**

I have read this contract carefully and fully understand its contents. **I understand that this is a contract between Stable and myself, and that by signing this contract it is a promise not to sue the Stable for any reason(s) whatsoever** (except if the injury or damage is directly caused by Stable's gross negligence or wanton and willful misconduct). I further understand that this contract serves to release Willow Pond Stables, LLC, its manager, its employees, representatives, its agents, or any others acting on its behalf, Karen Boettcher, Raymond Boettcher, their family members, heirs, assigns and any others acting on their behalf from any and all claims. I have made a free and deliberate choice to sign this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement as a condition to the Stable for allowing me and/or my minor child(ren) to be on the premises, and/or to handle and/or ride a horse.

**YOU ARE ENCOURAGED TO HAVE YOUR ATTORNEY REVIEW THIS AGREEMENT PRIOR TO SIGNING**

Date: \_\_\_\_\_

Minor's Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Relationship to Minor: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Relationship to Minor: \_\_\_\_\_

Willow Pond Stables, LLC

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_