

PLEASE READ CAREFULLY BEFORE SIGNING!

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY HOFFMAN FARMS INC./ROBERT J. HOFFMAN WITH BLACKSTONE STABLES UNDER THE INSTRUCTION OF ELLESSE SCHWARTZ, RILEIGH LANDIS, SYDNEY PFLAUM, AND/OR ANY OTHER AFFILIATE OF BLACKSTONE STABLES AND/OR HOFFMAN FARMS DO NOT GUARANTEE YOUR SAFETY!!!

RIDER NAME:	AGE	WEIGHT	RIDING EXPERIENCE: (check one)
_____	_____	_____	Beginner (Under 10 hours) _____
			Over 10 Hours _____

- A. **REGISTRATION OF RIDERS AND AGREEMENT PURPOSE:** In consideration of the payment of a fee and the signing of this agreement, I, the following listed individual, and parent or legal guardian thereof if a minor, (I hereby voluntarily request and agree to participate in riding instruction as a student at Hoffman Farms Inc./Robert J. Hoffman with Blackstone Stables under the instruction of Ellesse Schwartz, Raleigh Landis, Sydney Pflaum, and/or any other affiliate of Blackstone Stables and that this student will either ride his/her own horse/pony or school horse/pony provided by Hoffman Farms Inc./Robert J. Hoffman with Blackstone Stables under the instruction of Ellesse Schwartz, Raleigh Landis, Sydney Pflaum, and/or any other affiliate of Blackstone Stables for instructional purposes, today and on all future dates.
- B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS:** This agreement shall be legally binding upon me the registered student, and the parents or legal guardians, therefore if a minor, my heirs, estate, assigns, including all minor children, and personal representatives and it shall be interpreted according to the laws of Michigan. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The term "HORSEBACK RIDING" herein shall refer to the riding or otherwise handling of horses, whether from the ground or mounted. The terms "STUDENT" and or "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "ME", "MY", shall herein refer to the above registered student rider and the parents or legal guardians, therefore if a minor.
- C. **ACTIVITY RISK CLASSIFICATION:** I understand that Horseback riding is classified as "RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY" and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.
- D. **NATURE OF BLACKSTONE STABLES LLC SCHOOL HORSES:** I understand that Hoffman Farms Inc./Robert J. Hoffman with Blackstone Stables under the instruction of Ellesse Schwartz, Raleigh Landis, Sydney Pflaum, and/or any other affiliate of Blackstone Stables chooses its school horses for their favorable dispositions and sound basic training as is required for STUDENT RIDERS and Hoffman Farms Inc./Robert J. Hoffman with Blackstone Stables under the instruction of Ellesse Schwartz, Raleigh Landis, Sydney Pflaum, and/or any other affiliate of Blackstone Stables rigid safety standards. Yet, no riding horse/pony is completely a safe horse/pony. Horses are 5 to 15 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human. If rider falls from a horse/pony to the ground, it will generally be at a distance of 3.5 to 5.5 feet and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human), tries to impose its will on and become one unit of movement with another, much larger, stronger prey animal with a mind of its own training and act according to its natural survival instincts, which may include, but not limited to, stopping short, changing directions or speed at will, shifting its weight, rearing, bucking, kicking, biting or running from danger.
- E. **RIDER RESPONSIBILITY:** I understand that upon mounting a horse/pony and taking the reins, the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced and calm aboard the moving animal. I agree that the rider shall be responsible for his/her own safety.
- F. **CONDITIONS OF NATURE:** I understand that Hoffman Farms Inc./Robert J. Hoffman with Blackstone Stables under the instruction of Ellesse Schwartz, Raleigh Landis, Sydney Pflaum, and/or any other affiliate of Blackstone Stables is NOT responsible for total or partial acts, occurrences or elements of nature that may scare a horse/pony, cause it to fall or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild or domestic animals, insects, reptiles, which may walk, run, fly near, or bite/sting the horse/pony or rider. Irregular footing in and out of doors, groomed or wild land, which is subject to constant change in condition due to use and according to weather, temperature, and natural and manmade changes in landscape.
- G. **SADDLE/GIRTH/NATURAL LOOSING:** I understand that a saddle girth (saddle fasteners around horses'/pony's belly) may loosen during riding. If a rider notices this, he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and potential fall from the animal.
- H. **ACCIDENT/MEDICAL INSURANCE:** I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall be liable to pay for all such incurred expenses. My accident/medical insurance company is _____ and my group number is _____ and my policy number is _____

- I. **PROTECTIVE HEADGEAR WARNING:** I agree that I have been fully warned and advised by Hoffman Farms Inc./Robert J. Hoffman with Blackstone Stables under the instruction of Ellesse Schwartz, Raleigh Landis, Sydney Pflaum, and/or any other affiliate of Blackstone Stables that I should purchase and wear properly fitting certified protective headgear (equestrian riding helmet) and do understand that wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce the severity of some head injuries and even prevent death from happening as the result of a fall or otherwise occurrence. All riders under the age of 18 are required to wear a properly fitting helmet certified by ASTM & SEI.

- J. **ALLERGIES:** I understand that Hoffman Farms Inc./Robert J. Hoffman with Blackstone Stables under the instruction of Ellesse Schwartz, Raleigh Landis, Sabrina Calil, Sydney Pflaum, and/or any other affiliate of Blackstone Stables as a horse farm/riding school is NOT an allergy free environment and that natural allergens are part of the inherent risks assumed when participating in horse activities or viewing such activities at a horse farm/riding school. I also understand that Hoffman Farms Inc./Robert J. Hoffman with Blackstone Stables under the instruction of Ellesse Schwartz, Raleigh Landis, Sydney Pflaum, and/or any other affiliate of Blackstone Stables does not control the food brought on its premises and is not responsible for any allergic reactions to allergens which may occur. I understand that Hoffman Farms Inc./Robert J. Hoffman with Blackstone Stables under the instruction of Ellesse Schwartz, Raleigh Landis, Sydney Pflaum, and/or any other affiliate of Blackstone Stables requires that riding students who use inhalers or epi-pens get a letter from their doctor attesting to their medical fitness to ride and will provide same. I understand that Hoffman Farms Inc./Robert J. Hoffman with Blackstone Stables under the instruction of Ellesse Schwartz, Raleigh Landis, Sydney Pflaum, and/or any other affiliate of Blackstone Stables and its employees are not trained to respond to any medical emergency including those occasioned by an allergic reaction and the Fire Department is approximately ten minutes away. I further understand that Hoffman Farms Inc./Blackstone Stables LLC is not responsible or liable to any allergic reaction, which may occur.

- K. **LIABILITY RELEASE:** In consideration of Hoffman Farms Inc./Robert J. Hoffman with Blackstone Stables under the instruction of Ellesse Schwartz, Raleigh Landis, Sydney Pflaum, and/or any other affiliate of Blackstone Stables allowing my participation in this activity, under the terms set forth herein, I, the rider and the parent or legal guardian, there of a minor, do agree to hold harmless and release Hoffman Farms Inc./Robert J. Hoffman with Blackstone Stables under the instruction of Ellesse Schwartz, Raleigh Landis, Sydney Pflaum, and/or any other affiliate of Blackstone Stables, its owners, agents, employees, officers, members, premises owners and affiliated organizations from legal liability due to Hoffman Farms Inc./Robert J. Hoffman with Blackstone Stables under the instruction of Ellesse Schwartz, Raleigh Landis, Sydney Pflaum, and/or any other affiliate of Blackstone Stables ordinary Negligence, and I (10 further agree that, except in the event Hoffman Farms Inc./Robert J. Hoffman with Blackstone Stables under the instruction of Ellesse Schwartz, Raleigh Landis, Sydney Pflaum, and/or any other affiliate of Blackstone Stables gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation against Hoffman Farms Inc./Robert J. Hoffman with Blackstone Stables under the instruction of Ellesse Schwartz, Raleigh Landis, Sydney Pflaum, and/or any other affiliate of Blackstone Stables and its associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of Hoffman Farms Inc./Robert J. Hoffman with Blackstone Stables under the instruction of Ellesse Schwartz, Raleigh Landis, Sydney Pflaum, and/or any other affiliate of Blackstone Stables, to include while riding, handling, or otherwise being near horse/ponies owned by or in the care custody and control of Hoffman Farms Inc./Robert J. Hoffman with Blackstone Stables under the instruction of Ellesse Schwartz, Raleigh Landis, Sydney Pflaum, and/or any other affiliate of Blackstone Stables. I further agree that in the event of litigation this matter will be submitted to binding arbitration.

- L. **SUPERVISION OF CHILDREN:** It is further understood by all parties that for participants aged 16 and under, a parent and or legal guardian MUST be present and supervise his/her participant son/daughter while riding and or handling any horse on the premises. This includes, but is not limited to, grooming, tacking, handling in any capacity, grazing, catching, leading, and working with the horse in any other capacity. It is the parent/guardian's full responsibility to ensure that their child is being supervised. A person well educated in equine activities may be hired to assist or watch a lesson student as long as they are older than 16 years old. This hired person must be explicitly hired by the participant's parent/guardian to ensure the child is practicing safe and proper care while grooming, tacking, bathing, and all other handlings of the horse that may be applicable. Blackstone Stables and affiliates as well as Hoffman Farms and affiliates are not responsible for the action of any horse under any circumstance.

- M. **WARNING:** Under the Michigan Equine Activity Liability Act, an equine professional is not liable for injury to, or the death of, a participant in an equine activity resulting from an inherent risk of the equine activity.

ALL RIDER'S, PARENTS, OR LEGAL GUARDIANS MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT.

SIGNER STATEMENT OF AWARENESS: I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER A TEST THAT ALL FACTS RELATING TO THE APPLICANTS PHYSICAL CONDITION, EXPERIENCE AND AGE ARE TRUE AND ACCURATE.

SIGNATURE OF PARENT/LEGAL GUARDIAN (IF UNDER 18) OR RIDER

DATE

PLEASE PRINT RIDER'S NAME

STREET ADDRESS

CITY

STATE

ZIP

HOME PHONE

WORK PHONE

CELL PHONE