

NORTHFORK FARMS & OUTBACK

**PARTICIPATION AGREEMENT, WAIVER, AND LIABILITY RELEASE
READ CAREFULLY BEFORE SIGNING**

I agree to the following agreement with Christie Showerman d/b/a NORTHFORK OUTBACK (hereinafter referred to as "camp") as a condition for its allowing me, and the person identified below, to do any or all the following- *now or in the future*: enter the Camp's premises and surrounding land (hereafter referred to as "Camp Property"), be on the Camp Property, be near horses or ponies, handle horses or ponies, ride horses or ponies, lead horses or ponies, receive instruction or guidance, ride or be near a children's train, on or near a children's outdoor activity center/children's play set, do arts and crafts, be on or near a small truck- drawn people hauler, drive a golf cart on a set golf cart course (ages 8 and up only), ride horses or ponies on a trail ride (ages 7 and up), be in the Camp's pond, engage in horse or pony drawn wagon rides, be near and/or pet farm animals and puppies in Camp's petting zoo. We will refer to those activities throughout this document as "the camp activities."

NAME OF CONTRACTING PARTY: _____

NAME OF OTHER CONTRACTING PARTY (Spouse or other parent) _____

ADDRESSES OF CONTRACTING PARTIES: _____

PHONE (Home) _____ (Business) _____ (Cell/Other) _____

I also make this agreement on behalf of the following, who is/are my child/ren or legal ward(s):

1. Name _____ Age _____ 2. Name _____ Age _____

Child's Date of Birth: _____ Child's Date of Birth: _____

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 Participation Agreement, and Waiver, and Liability Release is indented to be valid and binding at all times, now and in the future, when the Camp permits me (directly or indirectly) to engage in any or all of the Camp Activities.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to engage in any or all of the Camp Activities, now or in the future. If engaging in these activities, I affirm that I am in adequate health to participate.
2. *Risks of Camp Activities in General.* I am fully aware of the risks inherent in the Camp Activities. In particular, I am aware that these activities pose a risk of personal injury or even death. Precautionary measures and/or supervision may limit the risk of harm, but the risk can never be prevented completely.

Initials _____

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*Risks of Horse or Pony (*Equine*) Related Camp Activities.* I understand that participation in activities involving horses or ponies (these animals will be called “equines” throughout this agreement) poses special risks of harm. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back, rear up, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous. **I understand these risks and danger and I agree to assume them. I also understand that these are just some of the risks, and I agree to assume others not mentioned above. I am not relying on Camp to list all possible risks for me.**

Further I understand that riding or even being near an equine can expose me to numerous hazards, which could include, *for example*: the propensity of an equine to behave in way that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine’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 of them Camp Property; and/or collisions with other equines, persons, animals, or objects. **I understand these risks and dangers and I agree to assume them. I also understand that these are just some of the risks, and I agree to assume others not mentioned above. I am not relying on Camp to list all possible risks for me.**

3. WAIVER AND LIABILITY RELEASE: As consideration for Camp allowing me to engage in any or all of the Camp Activities now or in the future, I agree to assume full responsibility for any and all bodily injuries, losses, or damages I sustain. The term “damages,” means, for example, medical expenses, losses uncured because of bodily injuries or property damages, and/or personal property damages. I, for myself and for my heirs, administrators, personal representatives or assigns, release and discharge Christie Showerman, Todd Showerman, Northfork Outback, and their respective employees, agents, representatives, heirs, assigns, and others acting on their behalf of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present or future), whether the same be know or unknown, anticipated or unanticipated, resulting from or arising out of damages that be sustained as a results of engaging in any of the Camp Activities at any time now or in the future. Camp is not responsible for any injuries, losses or damages which arise from the ordinary negligence of Camp and its employees, agents, representatives, and other acting on their behalf (except if injury or damage is directly caused by Camp’s gross negligence or wanton and willful misconduct)

Initials_____

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.

ITS IS MUTALLY UNDERSTOOD AND AGREED THAT THE WAIVER AND LIABILITY RELEASE IN THIS DOCUMENT CONSTITUTES A WAIVER OF LIABILITY BEYOND THE PROVISSIONS OF THE MICHIGAN EQUINE ACTIVITY ACT, 1994 P.A. 351. BY SIGNING THIS PARTICIPATION AGREEMENT WAIVER AND LIABILITY RELEASE, I AGREE NOT TO BRING ANY CLAIMS OR SUIT AGAINST CAMP, ITS EMPLOYEES, AGENTS, HEIRS, REPERSENTATIVES, OR AFFILIATED PERSONS ON THE BASIS OF ANY EXCEPTION IN THAT LAW. IN PARTICULAR, I AGREE NOT TO BRING A CLAIM OR SUIT FOR: (1) FAULTY TACK OR EQUIPMENT; (2) FAILURE TO MAKE REASONABLE AND PRUDENT EFFORTS TO DETERMINE AN EQUINE ACTIVITY PARTICIPANT'S ABILITY TO SAFLEY MANAGE A HORSE; (3) A DANGEROUS LATENT CONDITION ON OR OFF OF THE CAMP PROPERTY; OR (4) ANY ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE BY CAMP, ITS EMPLOYEES, AGENTS, REPERSENTATIVES, OR THOSE AFFILIATED WITH CAMP.

4. INDEMNIFICATION. I also agree to indemnify and hold harmless Christie Showerman, Todd Showerman, Northfork Outback, and their respective employees, agents, representatives, heirs, assigns, and other acting on their behalf against all damages which are sustained or suffered by any third person(s) ("third persons" are any and all people who are not parties to this agreement), including any and all injuries or damages whatsoever that I may cause, directly or indirectly, while engaging in any or all of the Camp Activities. The indemnification shall include reimbursement of Camp's reasonable attorney fees.
5. *ASTM/SEI Headgear.* Camp has advised that I should wear properly fitted and secured ASTM standard/SEI-certified protective equestrian headgear when riding or when near horses.
6. *Emergencies.* Person(s) to contact in Case of Emergency: Name: _____
Phone Number(s): _____ Relationship: _____
7. *Health and Disabilities.* Many disabilities have accompanying conditions that pose special physical risks to participant. I understand that Camp recommends that I seek the advice of a physician *before* participating in the Camp Activities. Also, I want Camp to be aware of the following disabilities that may affect my ability to engage in any or all of the Camp Activities: _____

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8. This participation Agreement, Waiver, and Liability Release is governed by Michigan law and is intended to be as broad and inclusive as Michigan law permits. Should any clause conflict with Michigan law, only the clause will be null and void and the remainder of this document shall stay in full force and effect. This document can only be modified in writing and signed by me and Christie Showerman on behalf of Camp. Should I breach this Participation Agreement, Waiver, and Liability Release (or any part of it) I agree to pay the attorney's fees and court costs related to such breach incurred by Camp and/or persons directly affiliated with Camp. It is also agreed that any disputes arising under this Participation Agreement, Waiver, and Liability Release, or any activities undertaken pursuant to this document, shall be litigated in a court of proper jurisdiction located in or nearest Ingham County, Michigan.

9. **ALSO, I REPRESENT THAT:**

- I AM AT OR OVER 18 YEARS OF AGE AND (IF I AM SIGNING ON BEHALF OF A CHILD OR LEAGAL WARD) I AM THE MINOR'S PARENT OR LEAGALLY-APPOINTED GAURDIAN;**
- I AM OF SOUND MIND AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICATION;**
- I UNDERSTAND THAT THIS PARTICIPATION AGREEMENT, WAIVER, AND LIABILITY RELEASE IS INTENDED TO BE VALID AND BINDING TODAY AND IN THE FUTURE;**
- I HAVE READ THIS ENTIRE PARTICIPATION AGREEMENT, WAIVER, AND LIABILITY RELEASE (ALL PAGES), AND I FULLY UNDERSTAND IT;**
- THE INFORMATION I HAVE PROVIDED IN THIS PARTICIPATION AGREEMENT, WAIVER, AND LIABILITY RELEASE IS TRUE AND ACCURATE.**

SIGNATURE OF CONTRACTING PARTY: _____

Parent/Legal Guardian OF minor under 18

PRINT NAME HERE: _____ DATE: _____

SIGNATURE OF STAFF REPERSENTATIVE: _____ DATE: _____