

PLEASE READ CAREFULLY BEFORE SIGNING!

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY BLACKSTONE STABLES UNDER THE INSTRUCTION OF ELLESSE SCHWARTZ, TRAVIS FLEMING, RILEIGH LANDIS, AND/OR ANY OTHER AFFILIATE OR EMPLOYEE OF BLACKSTONE STABLES DOES NOT GUARANTEE YOUR SAFETY!!!

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

Name of Contracting Party: _____ Phone Number: _____

Name of Other Contracting Party (Spouse or Other Parent): _____

I also make this agreement on behalf of the following, whom are my children or other legal wards:

1. _____ 2. _____
 Child #1's Name Age Child #2's Name Age
 Child #1's Date of Birth: _____ Child #2's Date of Birth: _____

- 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, hereby voluntarily request and agree to participate in riding instruction as a student at Blackstone Stables under the instruction of Ellesse Schwartz, Travis Fleming, Raleigh Landis, and/or any other affiliate or employee of Blackstone Stables and that this student will either ride his/her own horse/pony or school horse/pony provided by Blackstone Stables under the instruction of Ellesse Schwartz, Travis Fleming, Raleigh Landis, and/or any other affiliate or employee 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. I agree to the following agreement with Ellesse Schwartz, Travis Fleming, Raleigh Landis, and/or any other affiliate or employee of Blackstone Stables, 4770 Green Rd. Howell, MI 48855, as a condition for its allowing me and the persons identified above (if any) to do any or all of the following activities. These activities, individually and together will be referred to as "the activities" throughout this release form:
 - a. Enter the premises, arena, trails, and surrounding land (this property will be referred to as the "Stable Property")
 - b. Be near any and all horses and ponies (these animals will hereafter be referred to as "equines"), or other farm animals including but not limited to goats, cows, chickens, etc.
 - c. ride or handle equines or any other farm animals as listed above in B-b on, near, or off of the Stable Property; and/or
 - d. receive instruction or guidance in riding or handling of equines (from independent instructors with Stable's advance permission) at any time and at any location.
- C. **AGREEMENT OF TERMS:** I have requested to engage in any or all of The Activities, as outlined above in B-a,b,c,d
- D. **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.
- E. **NATURE OF BLACKSTONE STABLES LLC SCHOOL HORSES:** I understand that Blackstone Stables under the instruction of Ellesse Schwartz, Travis Fleming, Raleigh Landis, and/or any other affiliate or employee of Blackstone Stables chooses its school horses for their favorable dispositions and sound basic training as is required for STUDENT RIDERS and Blackstone Stables under the instruction of Ellesse Schwartz, Travis Fleming, Raleigh Landis, and/or any other affiliate or employee 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.
- F. **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.

- G. **CONDITIONS OF NATURE:** I understand that Blackstone Stables under the instruction of Ellesse Schwartz, Travis Fleming, Raleigh Landis, and/or any other affiliate or employee 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.
- H. **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.
- I. **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 _____
- J. **PROTECTIVE HEADGEAR WARNING:** I agree that I have been fully warned and advised by Blackstone Stables under the instruction of Ellesse Schwartz, Travis Fleming, Raleigh Landis, and/or any other affiliate or employee 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.
- K. **ALLERGIES:** I understand that Blackstone Stables under the instruction of Ellesse Schwartz, Travis Fleming, Raleigh Landis, and/or any other affiliate or employee 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 Blackstone Stables under the instruction of Ellesse Schwartz, Travis Fleming, Raleigh Landis, and/or any other affiliate or employee 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 Blackstone Stables under the instruction of Ellesse Schwartz, Travis Fleming, Raleigh Landis, and/or any other affiliate or employee 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 Blackstone Stables under the instruction of Ellesse Schwartz, Travis Fleming, Raleigh Landis, and/or any other affiliate or employee 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 Blackstone Stables LLC is not responsible or liable to any allergic reaction, which may occur.
- L. **LIABILITY RELEASE:** In consideration of Blackstone Stables under the instruction of Ellesse Schwartz, Travis Fleming, 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 Blackstone Stables under the instruction of Ellesse Schwartz, Travis Fleming, Raleigh Landis, and/or any other affiliate or employee of Blackstone Stables, its owners, agents, employees, officers, members, premises owners and affiliated organizations from legal liability due to Blackstone Stables under the instruction of Ellesse Schwartz, Travis Fleming, Raleigh Landis, and/or any other affiliate or employee of Blackstone Stables ordinary Negligence, and I further agree that, except in the event Blackstone Stables under the instruction of Ellesse Schwartz, Travis Fleming, Raleigh Landis, and/or any other affiliate or employee of Blackstone Stables gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation against Blackstone Stables under the instruction of Ellesse Schwartz, Travis Fleming, Raleigh Landis, and/or any other affiliate or employee 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 Blackstone Stables under the instruction of Ellesse Schwartz, Travis Fleming, Raleigh Landis, and/or any other affiliate or employee of Blackstone Stables, to include while riding, handling, or otherwise being near horse/ponies owned by or in the care custody and control of Blackstone Stables under the instruction of Ellesse Schwartz, Travis Fleming, Raleigh Landis, and/or any other affiliate or employee of Blackstone Stables. I further agree that in the event of litigation this matter will be submitted to binding arbitration.
- M. **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 are not responsible for the action of any horse under any circumstance.
- N. **INDEMNIFICATION:** To the greatest extent allowed under Michigan law, I also agree to indemnify and hold harmless Blackstone Stables, Ellesse Schwartz, Travis Fleming, Raleigh Landis, and their employees, agents, members, managers, and others acting on their behalf against all damages which are sustained or suffered by any third person(s) ["third persons" are people who are not parties to this Agreement, including, *but not limited to*, other persons on, near, or off of the Stable Property, my relatives, guests, etc.], including any and all injuries or damages whatsoever that I may cause, directly or indirectly, while engaging in any or all of The Activities. The indemnification shall include reimbursement of Stable's reasonable attorney fees.
- O. **PHYSICAL OR MENTAL CONDITIONS/SPECIAL NEEDS:** Many physical and mental conditions pose special risks to the participant while engaging in the Activities. Stable recommends that I consult with a physician *before* participating in the Activities, especially those that involve riding, or being near equines. Also, I want Stable to be aware of the following physical and/or mental conditions or personal needs which

may affect my safety and ability to engage in any of the Activities. I have also confirmed that the name and information of my emergency contact, listed below, is correct and accurate.

P. EMERGENCIES: Person(s) to Contact in Case of an Emergency: _____

Phone Number: _____ Relationship: _____

Q. INDEPENDENT RIDING INSTRUCTORS, TRAINERS, OR CLINICIANS: I am aware that riding instructors, trainers, or clinicians may occasionally do business on the Stable Property (with Stable's advance permission), but I understand that they operate wholly independent businesses and that they do not have an employment, partnership, joint venture, principal- agent or other similar arrangement with Stable. However, by signing this waiver, I am aware that this waiver also applies to those instructors or trainers.

R. MISCELLANEOUS: This Waiver, Agreement and Liability Release is governed by Michigan law and is intended to be as broad and inclusive as Michigan law permits. This document can only be modified in writing and signed by either Ellesse Schwartz, Travis Fleming, Raleigh Landis, or another stable representative (on behalf of Stable). Should any clause conflict with the law, only that clause will be null and void and the rest of this document shall stay in full force and effect at all times. Should I breach this Waiver, Agreement, and Liability Release (or any part) I agree to pay the attorney's fees and court costs related to such breach incurred by Stable and/ or by persons directly affiliated with Stable. It is also mutually agreed that any disputes arising under this Waiver, Agreement and Liability Release, or any activities that are undertaken pursuant to it, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Oakland County, Michigan.

S. 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 APPLICANT'S PHYSICAL CONDITION, EXPERIENCE AND AGE ARE TRUE AND ACCURATE.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE WAIVER, AGREEMENT AND LIABILITY RELEASE SET FORTH IN THIS DOCUMENT CONSTITUTES A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 1994 P. A. 351. BY SIGNING THIS WAIVER, AGREEMENT AND LIABILITY RELEASE, I AGREE NOT TO BRING ANY CLAIM OR SUIT AGAINST BLACKSTONE STABLES, LLC, ELLESSE SCHWARTZ, TRAVIS FLEMING, RILEIGH LANDIS, AND/OR THEIR EMPLOYEES, AGENTS, MEMBERS, MANAGERS, AND OTHERS ACTING ON THEIR BEHALF 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 SAFELY MANAGE AN EQUINE; (3) A DANGEROUS LATENT CONDITION ON OR OFF OF THE STABLE PROPERTY; AND/OR (4) ANY ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE BY STABLE OR THOSE DIRECTLY AFFILIATED WITH STABLE (EXCEPT IF LOSS, INJURY, OR DAMAGE IS DIRECTLY CAUSED BY STABLE'S GROSS NEGLIGENCE OR WANTON AND WILLFUL MISCONDUCT).

I also represent the following (please check and initial each statement below, confirming that they are true):

- _____ I am at or over 18 years of age.
- _____ I am of sound mind, and I am not suffering from shock, or under the influence of alcohol, drugs, or other intoxicants.
- _____ I have read this entire waiver, agreement, and liability release, and fully understand it.
- _____ I intend for this waiver, agreement, and liability release to be valid and binding today AND at all times in the future.
- _____ All of the information that I have provided in this waiver, agreement, and liability release is true and accurate and I agree to fill out a new release form if any of the information is to change.

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

DATE

PLEASE PRINT RIDER'S NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

SIGNATURE OF STABLE REPRESENTATIVE

DATE