

Meadowlark Equestrian Center Visitor/Rider Waiver, Agreement and Liability Release

Read Carefully Before Signing

I agree to the following agreement with MEADOWLARK EQUESTRIAN CENTER, LLC (hereafter referred to as “Meadowlark”) as a condition for her allowing me, and the persons identified below, to do any or all of the following: visit the Meadowlark property, observe or be near horses or ponies (hereafter referred to as “equines”); ride, work with, work around, or handle equines; participate in equine related lessons; receive instruction or guidance in riding, handling or working with equines and/or attend clinics, day camps, schooling shows, or special events. (All of these activities, individually and collectively, will hereafter be referred to as “Activities”.)

Name of Contracting Party (Parent or Guardian):

Name of Other Contracting Party (Spouse or Other Guardian):

Addresses of Contracting Parties:

Phone:

[Home] _____

[Work] _____

[Cell/Other] _____

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

Child’s Name: _____ Child’s Date of Birth _____
Additional Child: _____ Child’s Date of Birth _____
Additional Child: _____ 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 Waiver, Agreement and Liability Release is intended to be valid and binding at all times, now and in the future, when Meadowlark permits me (directly or indirectly) to engage in any or all of The Activities described above at any time and at any location.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to engage in any or all of The Activities. I agree to abide by all Meadowlark Rules (<https://www.meadowlarkequestriancenter.com/MeadowlarkRules.pdf>) and follow current Meadowlark Covid-19 Protocols (<https://www.meadowlarkequestriancenter.com/CurrentCovidProtocol.pdf>).

2. **Risks.** I understand that anyone riding, handling, working with, or even near an equine can suffer bodily and other injuries. 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, backup quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, shy, 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 to people, equines, and animals that are on, near, or around them.

Further, I understand that riding, working with, handling, or even being near and equine can expose me to numerous hazards, which could include, for example: the propensity of an equine to behave in ways 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; and/or collisions with other equines, animals, or objects. I understand these risks and dangers that are inherent in equine activities and I agree to assume all of them. I also understand that these are just some of the inherent risks associated with equines and equine-related activities, and I agree to assume others that are not mentioned above. I am NOT relying on Meadowlark to list all possible equine-related risks for me in this document or at any time, now or in the future.

3. WAIVER AND LIABILITY RELEASE: As consideration for Meadowlark allowing me (directly or indirectly) to engage in any or all of The Activities, now and in the future, I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain at any time when engaging in these and other activities. The term “damages” means, for example: medical expenses, losses incurred because of bodily injuries or property damages, and/or personal property damages. I, for myself and my heirs, administrators, personal representatives or assigns, release and discharge Meadowlark Equestrian Center, LLC, Emily M. Jenkins, J. Kay Schlemmer, Sadie Besl, Kasey Farms, and their respective members, managers, employees, agents, contractors, representatives, heirs, and others acting on their behalf of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage, or property damage which may occur at any time-now or in the future- as a result of engaging in any or all of The Activities at any location (except if such loss, injury, or damage is directly caused by Meadowlark’s gross negligence or wanton and willful misconduct).

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.

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 discharge Meadowlark, Emily M. Jenkins, J Kay Schlemmer, Sadie Besl, Kasey Farms, and their respective members, managers, employees, agents, contractors, representatives, heirs, and others acting on their behalf based on 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 a representative of Meadowlark or those directly affiliated with Meadowlark (except if such loss, injury, or damage is directly caused by such person’s gross negligence or wanton and willful misconduct).

4. INDEMNIFICATION. I also agree to indemnify and hold harmless discharge Meadowlark, Emily M. Jenkins, J Kay Schlemmer, Sadie Besl, Kasey Farms, and their respective members, managers, employees, agents, contractors, representatives, heirs, and others acting on their behalf against all damages which are sustained or suffered by any third person(s) [“third persons” are any and all persons who are not parties to this Agreement, including, but not limited to, my relatives, guests, other stable visitors or patrons, 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 at any time and at any location. The indemnification shall include reimbursement of Meadowlark’s reasonable attorney fees.

5. Proper Attire and Safety Equipment. I agree to be fully responsible for my own safety at all times while on, near, or off the stable property. I will wear properly fitted and secured ASTM-standard/SEI-

certified protective equestrian headgear. Additionally, I will wear long pants or breeches, and boots with a heel no less than ¼” and no greater than ½”, while riding.

Meadowlark has also advised me that, while it is not mandatory, any time I am engaged in jumping activities I should wear an equestrian protective vest that satisfies ASTM F1937-98, EN 13158:2000, and BETA 2000 Level 3 standard. I am NOT relying on Meadowlark to provide any safety equipment for me, or to check any helmet or vest that I may wear, or to monitor my compliance with this suggestion at any time- now or in the future. If I choose to wear, or not to wear, an ASTM standard equestrian protective vest while jumping, this my decision alone. Riding Lessons will not be available to students who do not have the proper protective pants, footwear and headgear.

6. Emergencies:

Rider Important Medical Conditions: _____

Rider Allergies: _____

Rider Medical/Insurance Information:

Company: _____ Group Number: _____

Policy Holder: _____

7. 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 a legal representative of Meadowlark Equestrian Center LLC and myself. Should any clause in this document 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 at all times, now and in the future. Should I breach this document (or any part of it) I agree to pay the attorney’s fees and court costs related to such breach that were incurred by Meadowlark (and/or persons directly affiliated with Meadowlark). It is also mutually agreed that any disputes arising under this document, or any activities that are undertaken pursuant to this document, shall be litigated in a State or Federal Court of proper jurisdiction.

8. ALSO, I REPRESENT THAT (please initial):

_____ I am at or over 18 years of age;

_____ I am of sound mind and not suffering from shock or under the influence of alcohol, drugs, or intoxicants;

_____ **I have been given a copy of, or URL for, the current Meadowlark Covid-19 Protocols.**

_____ I have read this entire Waiver, Agreement and Liability Release and I 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; and

_____ The information I have provided in this Waiver, Agreement and Liability Release is true and accurate.

Signature of Contracting Party (Parent or Guardian) Date

Signature of other Contracting Party (Spouse/Other Guardian) Date

Signature of Meadowlark Equestrian Center, LLC Representative Date