HORSE RENTAL, EQUESTRIAN, GUIDE & OUTFITTER SERVICES AGREEMENT, LIABILITY RELEASE, AND ASSUMPTION OF RISK AGREEMENT [FOR INDIVIDUALS]

BRIGHTON REC STABLES LLC (herein after known as "THIS STABLE").

BRIGHTON RECREATION AREA RIDING STABLE, 6660 CHILSON ROAD, HOWELL, MICHIGAN 48843

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

A. **REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE** I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in horse rental services and/or equestrian services and/or guide and outfitter services provided by THIS STABLE.

1. PARTICIPANT NAME (Please Print Name)	2. AGE	3. WEIGHT (for horse size)	4. HORSE RIDING EXPERIENCE
_____	_____	Under 100lbs_____ 100–150lbs_____ 150-200lbs _____ over 200lbs _____ (must weigh in)	BEGINNER _____ (under 10 hours) INTERMEDIATE _____ (over 10 hours) EXPERIENCED_____ (20+ hours)

5. Does participant have any physical or mental condition(s) that may affect his/her safety and ability to ride a horse? YES NO (circle one)
6. If you circled "YES", how can we help this participant with his/her special needs?
7. **MEDICAL INSURANCE** **I / WE AGREE THAT:** Should medical treatment be required, I and / or my medical insurance shall pay for ALL such incurred expenses.

My medical insurance company is _____ My policy number is _____ I do not carry medical insurance _____

*****MICHIGAN WARNING: UNDER THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 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.*****

PARTICIPANTS AND PARENTS/GUARDIANS MUST INITIAL SECTIONS B THROUGH J AFTER READING EACH SECTION.

B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** This agreement shall be legally binding upon me the registered participant, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property, be on THIS STABLE'S property, be near any horse, receive instruction or guidance from its associates and/or when I ride and/or am near horses on or off of THIS STABLE'S property. Any disputes by the participant shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor. ____/____

C. **INHERENT RISKS / ASSUMPTION OF RISKS** **I ACKNOWLEDGE THAT:** Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; **The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human.** If a rider falls from horse to ground it will generally be at a distance of from 3-1/2 to 5-1/2 feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around, Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.** ____/____

D. **WILDERNESS EXPEREINCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES** **I / WE ACKNOWLEDGE THAT:** The participant may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. **I / WE ACKNOWLEDGE THAT** the meaning of **"WILDERNESS EXPERIENCE"** is defined as the pursuit of activity in a natural and / or wild and / or rugged and / or uncultivated area or region, as of forest and / or hills and / or mountains and / or plains and / or wetlands, which would likely be uninhibited by people and inhabited by wild animals of many types and species to include, but not limited to, mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and also wandering at their will. **I / WE ACKNOWLEDGE THAT:** THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react

in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightening, rain, wind and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me. **The participant and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon THIS STABLE'S premises. ____/____**

E. **CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING** **I / WE ACKNOWLEDGE THAT:** When approaching, mounting and riding horses, I must not carry loose items that may fall off or blow away or flap in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. SOME EXAMPLES ARE: Cameras, cell phones, hats not securely fastened under chin, toys, purses. When near or riding a horse, participants must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways. ____/____

F. **SADDLE GIRTH LOOSENING WARNING** **I / WE ACKNOWLEDGE THAT:** Saddle girths (fastener straps around the horse's belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse. ____/____

G. **PROTECTIVE HEADGEAR / HELMET WARNING AND OFFERING:** **I / WE AGREE THAT:** I for myself and on behalf of my child and / or legal ward have been fully warned and advised by THIS STABLE that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, handling, and / or being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as a result of a fall and other occurrences. **I / WE ACKNOWLEDGE THAT:** THIS STABLE has offered me, and my child and / or legal ward if applicable, protective headgear / helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. **I / WE ACKNOWLEDGE THAT:** Once provided, if I choose to wear the protective headgear / helmet offered that I / WE will be responsible for properly securing the headgear / helmet on the participant's head at all times. **I am not relying on THIS STABLE and / or its associates to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future. ____/____**

H. **THIS STABLE'S PROTECTIVE HEADGEAR / HELMET POLICY** I understand and agree that THIS STABLE requires participants age 17 and under to wear ASTM Standard F 1163 Protective Headgear / Helmet. ____/____

_____	**PROTECTIVE HEADGEAR / HELMET ACCEPTANCE:** I / WE request for this participant to wear protective headgear / helmet which THIS STABLE provides and will be solely responsible for securing the headgear / helmet on the participant's head.
_____	**PROTECTIVE HEADGEAR / HELMET REFUSAL:** I / WE refuse for this participant to wear any type of protective headgear / helmet and / or will provide MY / OUR own. I / WE assume full responsibility for MY / OUR safety in this decision.

I. **LIABILITY RELEASE** **I AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and / or ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, handling, or otherwise being near horses owned by me, another person or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises. ____/____**

J. **EQUINE ACTIVITY LIABILITY ACT [EALA] WARNING OR LANGUAGE:** [This clause applies only for operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, RI, SC, SD, TX, TN, UT, VA, VT, WV, AND WI.] I acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS:** **DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT OR POSTED AT STABLES. ____/____**

Each Participant and Parents or Legal Guardians must sign below after reading and completing this entire document.

SIGNER STATEMENT OF AWARENESS

I / WE, THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I / WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

_____ _____
SIGNATURE OF PARTICIPANT (Spouses must sign for themselves.) DATE

_____ _____ _____ _____
SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE #1 DATE SIGNATURE OF PARENT, GUARDIAN AND / OR SPOUSE #2 DATE

Address in Full _____Phone: _____

City, State, Zip _____Alt Phone: _____

_____ _____ ( )_____
PERSON TO CONTACT IN CASE OF EMERGENCY RELATIONSHIP TO PARTICIPANT PHONE NUMBER