**LIABILITY RELEASE**

**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 the inherent risk of the equine activity.**

 **RELEASE, ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION**: **This document waives important legal rights. Read it carefully before signing.**

I understand that this is a high-risk sport and I am participating at my own risk. I understand that there are risks inherent in participation in all equine activities, especially where other equines are present, which include, but are not limited to, (i) the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; (ii) the unpredictability of an equine’s reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals; (v) the limited availability of emergency medical care; and (vi) the potential of a participant to act in a negligent manner that may contribute to injury to or death of the participant or others, such as failing to maintain control over the animal or not acting within such participant’s ability. I hereby assume this risk and further do hereby release and hold harmless Empire Farms LLC, Empire Equestrian Center LLC and Emerald Ridge Farms LLC, their principals, members, shareholders and partners (collectively "Empire Farms"), and their agents, employees, volunteers, the host of this equestrian activity, the owners of the jumps where the equestrian activity is held, the property owner where this equestrian activity is held and the owners of any horses (collectively "Indemnities") from all liability for negligence resulting in accidents, damage, injury or illness to myself and/or to my property, including without limitation, my equine.

In consideration for my participation in this equestrian activity at or with Empire Farms I AGREE to the following: I AGREE that I choose to participate voluntarily in the equine activity as a groomer and/or rider. I am fully aware and acknowledge that equine activity and horse sports involve inherent dangerous risks of accident, loss, and serious bodily injury including broken bones, head injuries, trauma, pain, suffering, or death to both the rider and the horse (“Harm”).

I AGREE to expressly assume all risks of Harm to me and/or my equine, including Harm resulting from the negligence of the equestrian activity and/or the negligence of any Indemnities as it pertains to the equine activity. I realize that professional instruction cannot prevent serious injury or death from working around, handling, or riding equines. I am aware that serious injury or death of my horse equine is possible when it is handled, trained, transported, ridden in a lesson or ridden in a competition.

I AGREE to indemnify (that is, to pay any losses, damages, or costs incurred by) the Indemnities and to hold them harmless with respect to any and all claims for Harm to me and/or my horse, and for any and all claims made by others for any Harm caused by me and/or my equine at this facility, event and/or equine activity.

I am entitled to wear protective equipment, and I acknowledge that the Indemnities strongly encourage me to do so while WARNING that no protective equipment can guard against all injuries.

If I am a parent or guardian I CONSENT to my child’s participation and AGREE to all of the above provisions and AGREE to assume all of the obligations of this Release on the child’s behalf.

I AGREE that Empire Farms has my permission to initiate emergency first aid treatment for my children, my animals, and myself in case of an accident. They also have my permission to authorize emergency medical treatment by qualified medical personnel for my children or myself, and veterinary treatment by qualified veterinary personnel for my animals.

This Liability Release is governed by the laws of the State of Michigan, with venue in the County of Macomb.

BY SIGNING BELOW, I AGREE to be bound by all applicable terms and provisions of this Liability Release. I have carefully read each paragraph listed above and understand its contents.

Participant's Name and Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Participant or Parent/Guardian\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_