

RELEASE OF LIABILITY (please read carefully)

I, _____ (client's name), would like to participate in one or more activities conducted by **Simple Times Farm**. In connection with such a program, I acknowledge that horseback riding is, by its very nature, a risk activity. Horses can behave unpredictably without warning and can cause injury, harm or death to persons around them. For example, a loud noise, sudden movement or unfamiliar person or animal can cause a horse to be frightened and buck, bite or kick. If I am around a horse in this condition, the horse could behave unpredictably and I could become injured as a result. **MINDFUL OF THIS RISK, I NEVERTHELESS BELIEVE THAT THE BENEFITS OF PARTICIPATING IN AN ACTIVITY AT SIMPLE TIMES FARM AND STABLES TO MYSELF, MY CHILD OR WARD ARE OF VALUE.** Accordingly, in consideration of being on the premises of Simple Times Farm and Stables, being near horses at the Simple Times Farm and Stables, and allowed to ride at Simple Times Farm and Stables, and intending to be legally bound, I agree:

1. On behalf of myself, my heirs, representatives and assigns and, as applicable, my ward or my minor child, I hereby release and forever discharge Simple Times Farm and Stables; including its officers, directors, owners, operators, employees, agents, instructors, contractors all lawsuits, actions, damages, claims and liability whatsoever. Including death, and property damage or loss, which arise from or are in any way related to engaging in activity at Simple Times Farm and Stables, including, but not limited to horseback riding. Included is riding Simple Times Stables horses at events or outings away from Simple Times Farm and Stables.
2. I further agree that this release and discharge of liability applies regardless of the legal cause of action on which my claim is based, including contract, strict liability, negligence, tort, or an alleged violation of the Michigan Equine Liability Act (PA 1994 No.351). I intend that my release and discharge includes all claims for damages resulting from the negligent act or omission of Simple Times Farm and Stables, including its officers, directors, owners, operators, employees, agents, instructors, contractors, riders and other volunteers, excepting only the sole gross negligence or sole willful and wanton misconduct of these parties.
3. I agree that this release of liability shall be governed by Michigan law and I acknowledge that the release exceeds the provisions of the Michigan Equine Liability Act because I am releasing Simple Times Farm and Stables and its related parties for all damages, liability and causes of action, except only those for sole gross negligence or sole willful and wanton misconduct. **WARNING: I UNDERSTAND THAT 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.**
4. I have read and understand this release of liability. I hereby sign this release freely, knowingly and without coercion by anyone.

Date: _____

Signature of Client, or if a minor, his/her parent or guardian.

Printed name of rider or if a minor, his/her parent or guardian.