

Starry Skies Equine Rescue and Sanctuary

8133 W Liberty Rd, Ann Arbor MI 48103

[www.starryskiesequinerescueandsanctuary.com](http://www.starryskiesequinerescueandsanctuary.com)

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Starry Skies Farm LLC And Starry Skies Equine Rescue and Sanctuary

AGREEMENT AND LIABILITY RELEASE

READ CAREFULLY BEFORE SIGNING

I AGREE TO THE FOLLOWING WITH Starry Skies Farm, LLC and Starry Skies Equine Rescue and Sanctuary (hereinafter “Stable”), as good condition for its allowing me, and persons identified below, to enter the Stable’s property, be near horses, receive riding instruction at any location, and/or ride horses on, near, or off of the Stable’s property.

NAME OF CONTRACTING PARTY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE: (Home) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1)      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AGE: \_\_\_\_\_\_\_ 2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AGE: \_\_\_\_\_\_\_

Child’s Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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 agreement is binding when Stable permits me (directly or indirectly) to enter its property, be near horses, receive riding instruction guidance and/or to ride horses, (regardless of who owns them) on, near, or off the Stables property.

 IT IS HEREBY AGREED AS FOLLOWS:

1.       I have requested to enter the Stable’s property, be near horses, and receive riding instruction or guidance, and/or ride horses (regardless of who owns them) on, near, or off of the Stable’s property.

2.       I understand that anyone riding or near a horse can suffer bodily and other injuries. Among other things, horses are unpredictable by nature. For Example, when frightened, angry, or under stress, a horse’s natural instincts are to jump forward or sideways or run away from danger by trotting or galloping. Horses are also known to kick, buck, rear up, strike, or bite. I know that horses can do any of these things without warning. I also understand that all horses are powerful and potentially dangerous.

Further, I understand that riding or being near a horse can expose me to numerous hazards, which could include, for example: the propensity of a horse to behave in ways that may result in injury, harm, or death to persons around them; the unpredictability of a horse’s reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such a surface or subsurface conditions on, near, or off of the Stable’s property; and/or collisions with other horses or objects.

***I understand these risks and dangers inherent in horses/equine activities and I agree to assume them. I also understand that these are just some of the risks, and I agree to assume others. I am not relying on Stable to list all possible risks for me.***

3.       LIABILITY RELEASE: As consideration for being allowed to enter the Stable’s property, be near horses, receive riding instruction or guidance, and/or ride horses (regardless of who owns them) on, near, or off of the Stable’s property, I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain 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 my heir’s administrators, personal representatives or assign release and discharge Starry Skies Farm LLC, Starry Skies Equine Rescue and Sanctuary, Danny Sauls, Tricia Stewart Terry, and Anna Mueller and their respective officers, directors, employees, agents, managers, insurers, representatives, heirs, assigns, affiliated persons, 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 that may be sustained, or property damage which may occur as a result of being on the Stable’s property, being near horses on, near, or off of the Stable’s property, receiving riding instruction or guidance, and/or riding horses (regardless of who owns them) on, near, or off of the Stable’s property (except if such injury or damage is caused by 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 LIABILITY RELEASE SET FORTH HEREIN SHALL CONSTITUTE A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITYU LIABILITY ACT, 1994P.A. 351. BY SIGNING THIS AGREEMENT AND LIABILITY RELEASE, I FULLY AGREE NOT TO BRING ANY CLAIM OR SUIT ON THE BASIS OF ANY EXCEPTION IN THAT LAW. IN PARTICULAR, I AGREE NOT TO BRING A CLAIM OR SUIT AGAINST STABLE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATED PERSONS FOR: (1) FAULTY TRACK OR EQUIPMENT; (2) FAILURE TO MAKE REASONABLE AND PRUDENT EFFORTS TO DETERMINE AN EQUINE ACTIVITY PARTICIPANT’S ABILITY TO SAFELY MANAGE A HORSE; (3) A DANGEROUS LATENT CONDITION OF THE STABLE’S LAND; OR (4) ANY ACT OR OMISSION THAT CONSTITUTES ORDINARY NEGLIGENCE.***

1. INDEMNFICATION: I also agree to indemnify and hold harmless Starry Skies Farm LLC, Starry Skies Equine Rescue and Sanctuary, Danny Sauls, Tricia Stewart Terry, and Anna Mueller, and their respective officers, directors, employees, agents, managers, insurers, representatives, heirs, assigns, affiliated persons, and others acting on their behalf against all damages which are sustained or suffered by any third person(s) (people who are not parties to the Agreement, including, **but not limited to**, my relatives, guests, etc.) including any and all injuries or damages whatsoever that I may cause, directly or indirectly, while being on the Stable’s property, being near horses, receiving riding instruction or guidance, and/or riding or near horses (regardless of who owns them) on, near, or off of the Stable’s property. The indemnification shall include attorney’s fees.

5.       I agree to be fully responsible for my own safety while on, near, or off of the Stable’s property. Stable has advised me that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear when riding or near horses for my own protection.

6.       I represent that I am now and will be at all times while on or near the Stable’s property, covered by accident/medical insurance, as described below, or I represent that have sufficient funds to pay for the costs of my own medical care.

My Insurance Company is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Policy Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7.       Person(s) to Contact in Case of Emergency:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8.       Michigan law shall govern this Agreement and Liability Release, This Agreement and Liability Release can only be modified in writing and signed by me and Anna Mueller. Should any clause in this Agreement and Liability Release conflict with Michigan law, that a clause will be null and void and the remainder shall remain in effect. If I breach this Agreement and Liability Release, I agree to pay the Stable’s attorney fees and court costs related to such breach.

9.       ALSO, I REPRESENT THAT:

         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 READ THIS ENTIRE AGREEMENT AND LIABAILITY RELEASE (BOTH PAGES), AND FULLY UNDERSTAND IT; AND

         THE INFORMATION I HAVE PROVIDED IN THIS AGREEMENT AND LIABILITY RELEASE IS TRUE AND ACCURATE.

SIGNATURE OF CONTRACTING PARTY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF STABLE’S REPRESENTIVE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_