



HWHP Rider Release & Waiver

READ CAREFULLY BEFORE SIGNING



I agree to the following agreement with Holland Western Horse Park (hereafter referred to as "HWHP"), as a condition for it allowing me and persons identified below (if any) to do any or all of the following:

- Enter its premises, arenas, trails, surrounding land, and Extreme Mountain Trail Course (this property will be referred to as the "HWHP Property");
- Be near horses or ponies (these animals will hereafter be referred to as "equines");
- Ride or handle equines on, near, or off of the HWHP Property; and/or
- Receive instruction or guidance in riding or handling of equines (from independent instructors with HWHP's advance permission) at any time and at any location.

These activities, individually and together, will be referred to as "The Activities".

All parts of this agreement shall apply to me, and the children/legal wards listed below. [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, whenever HWHP permits me (directly or indirectly) to engage in any or all of The Activities at any location on, near, or off of the HWHP Property.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to engage in any or all of The Activities.
2. **Risks.** I understand that anyone riding, handling, working with, or near an equine can suffer bodily or 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, back up quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. I know that equines can do any of these things at any time 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 those who are on, near, or around them. Further, I understand that riding, handling, working with, or even being near an 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 on, near, or off of the HWHP Property; 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 risks, and I agree to assume other risks that are not mentioned above. I am not relying on HWHP to list all possible equine-related risks for me in this document or at any other time, now or in the future.
3. **WAIVER AND LIABILITY RELEASE:** As consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, and to the greatest extent allowed under Michigan law, I (on behalf of myself and my minor child/ren, if any) agree to assume full responsibility for any and all bodily injuries or damages which I/we may sustain at any time when engaging in these and other activities. The term "damages," means, for example, medical expenses, expenses and losses incurred because of bodily injuries or property damages, and/or personal property damages. I (for myself and for my heirs, administrators, personal representatives or assigns) release and discharge Holland Western Horse Park, and their employees, agents, members, managers, volunteers, 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 they are 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 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 HWHP'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 HOLLAND WESTERN SADDLE CLUB, AND THEIR EMPLOYEES, AGENTS, MEMBERS, MANAGERS, VOLUNTEERS AND OTHERS ACTING ON THEIR BEHALF ON THE BASIS OF 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 STABLE OR THOSE DIRECTLY AFFILIATED WITH STABLE (EXCEPT IF LOSS, INJURY, OR DAMAGE IS DIRECTLY CAUSED BY STABLE'S GROSS NEGLIGENCE OR WANTON AND WILLFUL MISCONDUCT).

4. **INDEMNIFICATION.** To the greatest extent allowed under Michigan law, I also agree to indemnify and hold harmless Holland Western Horse Park, and their employees, agents, members, managers, volunteers, and others acting on their behalf against all damages which are sustained



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or suffered by any third person(s) [“ third persons” are people who are not parties to this Agreement, including, but not limited to, other persons on, near, or off of the HWHP Property, my relatives, guests, 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. The indemnification shall include reimbursement of HWHP’s reasonable attorney fees.

5. **Physical or Mental Conditions/Special Needs:** Many physical and mental conditions pose special risks to the participant while engaging in the Activities. HWHP recommends that I consult with a physician before participating in the Activities, especially those that involve riding, or being near equines. Also, I want HWHP to be aware of the following physical and/or mental conditions or personal needs which may affect my safety and ability to engage in any of the Activities:
6. **Independent Riding Instructors, Trainers, or Clinicians:** I am aware that riding instructors, trainers, or clinicians may occasionally do business on the HWHP Property (with HWHP’s advance permission), but I understand that they operate wholly independent businesses and that they do not have an employment, partnership, joint venture, principal-agent or other similar arrangement with HWHP.
7. **Photo Release:** I grant permission for HWHP to use videos or photographs of me for educational purposes and promotion of HWHP’s programs and events publications, on any website or other electronic media, and for HWHP to share such images with third parties without payment or remuneration to either the Participant or the Parent or Legal Guardian.
8. **Miscellaneous:** 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 me and the HWHP Board of Director’s President (on behalf of HWHP). Should any clause conflict with the law, only that clause will be null and void and the rest of this document shall stay in full force and effect at all times. Should I breach this Waiver, Agreement, and Liability Release (or any part) I agree to pay the attorney’s fees and court costs related to such breach incurred by HWHP and/or by persons directly affiliated with HWHP. It is also mutually agreed that any disputes arising under this Waiver, Agreement and Liability Release, or any activities that are undertaken pursuant to it, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Ottawa County, Michigan.
9. **ASTM/SEI Headgear:** I understand that a properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear **IS REQUIRED FOR THE CHILDREN/LEGAL WARDS AGE 18 AND UNDER WHO ARE LISTED BELOW WHEN RIDING AND HANDLING EQUINES WHEN ON HWHP PROPERTY.** I understand the ONLY exception to this requirement is during participating in Western Pleasure Classes at HWHP Horse Show events. I understand that, for my own protection, I should wear properly fitted and secured ASTM standard/SEI-certified protective equestrian headgear when riding, handling, or when near equines. I am NOT relying on HWHP to provide a certified equestrian helmet, to check any helmet or helmet strap that we may wear, or to monitor my compliance at any time – now or in the future.
10. **Emergencies:** In case of an emergency, please contact:

EMERGENCY CONTACT Name (First & Last): _____

Relationship: _____

Phone Number(s): _____

ALSO, I REPRESENT:

- I AM AT OR OVER 18 YEARS OF AGE;
- I AM OF SOUND MIND, AND I AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;
- I HAVE READ THIS ENTIRE WAIVER, AGREEMENT AND LIABILITY RELEASE (BOTH PAGES), 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
- ALL OF THE INFORMATION THAT I HAVE PROVIDED IN THIS WAIVER, AGREEMENT AND LIABILITY RELEASE IS TRUE AND ACCURATE.

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

A PROPERLY FITTED AND SECURED ASTM-STANDARD/SEI-CERTIFIED PROTECTIVE EQUESTRIAN HEADGEAR IS REQUIRED FOR THE CHILDREN/LEGAL WARDS AGE 18 AND UNDER WHO ARE LISTED BELOW WHEN RIDING AND HANDLING EQUINES

Children’s Name (First & Last)	Age	Date of Birth

Participant Name (Printed): _____

Signature of Contracting Party: _____

(sign here)

Date: _____