

HARDY FARMS, INC.
7215 N. Latson Road - Howell, MI 48855
(517) 548-1898 (517) 546-8161 Fax#

This RELEASE of LIABILITY is made and entered into on this _____ day of _____, 2009, by and between MARCIA DEYOUNG, hereinafter designated MANAGER and _____, hereinafter designated RIDER; and, if Rider is a minor, Rider's parent or guardian, _____.

In return for the use, today and on all future dates of the property, facilities and services of the Manager, the Rider, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

It is responsibility of the rider to carry full and complete insurance coverage on his horse, personal property, all equipment (this includes horse trailers), tack, and himself.

Rider agrees to assume any and all risks involved on or arising from rider's use of or presence upon manager's property and facilities including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person an act of god, fire, theft, or any weather conditions.

Rider agrees to hold manager and all of its successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and agrees not to sue them on account of or in connection with any claims, causes of action, tort action, injuries, damages, costs or expenses arising out of rider's use of or presence upon manager's property and facilities, including without limitation, those based on death, bodily injury, loss to person, property or animal, property damage, including consequential damages.

Rider agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

Rider agrees to indemnify and defend manager against, and hold it harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which in anyway arise from rider's use of or presence upon the manager's property and facilities.

Rider agrees to abide by all managers' rules and regulations.

The horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable. You will have seven days from the notification to remove your horse from our stable.

This contract is non-assignable and non-transferable and is made entered into the state of Michigan, shall be enforced and interpreted under the laws of this state. When the manager and rider and rider's parent or guardian, if rider is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

I have no questions, have read and I understand the entire above stated wording and warnings.

Any of the following conditions that might result in injury, harm, or death to person on or around any equine:

The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine.

Not responsible for injury or death cased to anyone by another horse or to your horse by another horse, even in the event of an accident.

The boarder agrees to a waiver of the farm's liability for personal injuries or injuries to the horse. Stable assumes no responsibility or liability for any and all personal injury to the rider or anyone associated with the riding or care of any horse or horses at this stable.

Continued on back side

Owner bears the risk of loss, death, injury, stolen, ran away, fleeing off, got out on own, went through our fencing, away from an employee.

If owner cannot be reached and the horse needs to be euthanized by your veterinarian to allow the horse to be put down in the event of need, owner will be responsible for the bills incurred for these services. Stable is not responsible for your vets decision.

Providing faulty equipment, failing to make a reasonable determination about individuals ability, failing to warn of specific hazards on the premises or intentionally Other equine activities including training, teaching, instructing, testing or evaluating, inspecting, boarding and daily care, loading and unloading or transporting, removal and replacement of horseshoes, any farrier care (hoof trimming), any assisting with veterinary treatment or care, medical or maintenance care.

If the injury was wholly or partly your fault-perhaps by using unsafe teaching procedures, or teaching a lesson in an unsafe environment or using a lesson horse which you knew has unsafe habits.

In any equine event or an event or carelessness is particularly severe, "gross negligence" or "willful negligence."

I shall bring no claims, recover, demands, actions and causes of action, and/or litigation, against this stable for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of this stable, (including) while riding, handling, or otherwise being near horses owned by or in care, custody and control of this stable.

Rider by his or her own conduct has assumed the risk of such an accident occurring.

The riding, inspecting, or evaluating of an equine owned by another person, regardless of whether the owner has received anything of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate it.

All applies mounted or not mounted!

Being a passenger upon an equine, or spectator at an equine activity.

The unpredictability of an equine reaction to sounds, sudden movement. Unfamiliar objects, persons, or other animals.

A collision or colliding with another equine, another animal, pedestrians, or an object.

Hazards, including, but not limited to, surface or subsurface conditions.

The harm involved by a dangerous latent condition on the land on which or the premise at which harm occurs. The owner, tenant, of lessee knew failed to exercise reasonable care to make the condition safe, or to warn the person of the condition or risk.

The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability or actions.

The propensity of horses to behave in anyway

Person is on or near a horse and that by being on a horse or near a horse, persons are assuming those risks. Boarding equines, including their normal daily care.

Proper RIDING foot apparel with heels is required to ride & absolutely no sandals. Proper head protection (Helmets) is strongly suggested.

WARNING

Under the Michigan equine activity liability act, an equine professional is not liable for an injury to or death of a participant in an equine activity resulting from an inherent risk of the equine activity.

RIDERS SIGNATURE

Manager signature

Parent / Guardian signature (if rider minor)

Horse(s) Name /Gelding-Mare

Full Address & Telephone _____
