

ADULT PARTICIPANT WAIVER AND RELEASE OF LIABILITY

In consideration of the opportunity to participate in the following equine event (Event): November 1 - 14, 2021, Shoreline Horseback Riding Season Ride(s) at Silver Lake State Park, I hereby agree to the following Waiver and Release of Liability (Agreement) between me and Releasees MHC and the State of Michigan, which Waiver and Release is independent of and beyond any insurance benefits covered under the MHC-provided Event Liability Insurance policy in place at this Event, in which the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, and employees is listed as an additional insured:

1. Waiver and Release of Liability: My participation in the Event is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, Risks). Accordingly, I agree to the following:

a. I hereby release and hold harmless the Michigan Horse Council (MHC), its respective officers, directors, employees, agents, volunteers, and contractors and the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees (collectively, Releasees) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees.

b. I further understand as follows:

Under the Michigan Equine Activity Liability Act, 1994 PA 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.

I further agree that this release and waiver constitutes a waiver of liability beyond the provisions of the above-cited Michigan Equine Activity Liability Act.

c. I recognize the physical exertion involved in the event and attest and certify that I am physically fit to participate safely, and I have not been advised otherwise by a health care professional.

d. As between each of the Releasees and me, I will be solely responsible for any and all medical and related expenses that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the Event, including those sustained on the premises where the Event is conducted and while I am traveling to and from such premises, regardless of the location or mode of transportation.

e. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

2. General Provisions:

a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions and (2) any

action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the federal or state courts located in Lansing, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.

b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.

c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Event.

Dated: _____

/s/ _____
Adult:

Dated: _____

/s/ _____
Minor:

[Print name of adult participant and any minor participant below signature(s)]:

[Print address of participants]

[Print phone numbers of participants]

[Print emails of participants]