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WAIVER, AGREEMENT AND LIABILITY RELEASE

READ CAREFULLY BEFORE SIGNING

I agree to the following agreement with Serenity Oaks, a Michigan 501c-3 non-profit, as a condition for its allowing me and the persons identified below (if any), to do any or all of the following at any time and any location: enter Serenity Oak's property, facilities, barn, arenas, pastures, and surrounding land; be near horses (referred to as equine), goats, llamas and alpacas referred to as animals) (or any other animals SOES may acquire. This agreement is for work with, handling, riding, and/or attend, observe, or participate in events or clinics on or off Serenity Oak's property. All of these activities, individually and collectively, will hereafter be referred to as "The Activities."

Contracting Party

Last Name: _____ First Name: _____
Address: _____
City: _____ State: _____ Zip: _____

Additional Contracting Parties

Last Name: _____ First Name: _____
Address: _____
City: _____ State: _____ Zip: _____

To the fullest extent allowed by law, I also make this agreement on behalf of the following persons who is/are my child/ren or legal ward(s):

1. Last Name: _____ First Name _____ Age: _____
2. Last Name: _____ First Name _____ Age: _____
3. Last Name: _____ First Name _____ Age: _____

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.]

IT IS HEREBY AGREED AS FOLLOWS:

1. Consideration/Binding Effect Today and in the Future

I am signing this Waiver, Agreement and Liability Release in consideration for being a visitor, spectator, volunteer, sponsor, and/or to procure a Serenity Oaks equine (through a separate contract with Serenity Oaks, that does not replace this document) now and/or in the future. I am also signing this document in consideration for being allowed to engage in any or all of The Activities now and/or in the future. I understand that although I am signing this document today, this document is intended to be valid and binding at all times, *now and in the future*, when Serenity Oaks permits me (directly or indirectly) to engage in any or all of The Activities.

Initial Here: _____

2. Risks

I understand that anyone who is riding, handling, working with, or even near an equine can suffer bodily and 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 real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do these and other things 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 people, equines, and other animals that are 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 the land where The Activities take place; and/or collisions with other equines, animals, or objects. ***I understand these risks and dangers that are inherent in equine-related 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 Serenity Oaks to list all possible equine-related risks for me in this document or any time, now or in the future.***

Initial Here: _____

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, I (on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/ren or legal wards, if any) agree to each of the following:

(a) Serenity Oaks, and its officers, directors, employees, agents, volunteers, affiliated persons, representatives and others acting on their behalf (hereafter referred to collectively as "The Released Parties") shall not be liable for any damages that I (and/or my minor child/ren or

legal wards, if any) may sustain as a result of engaging in any of The Activities at any time and at any location; and

(b) I fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) against The Released Parties, whether the claims are known, unknown, anticipated or unanticipated, and whether caused by the ordinary negligence or other legal liability of The Released Parties (or any of them) resulting from or arising out of my/our engaging in The Activities at any time and at any location. The term "damages" means, for example, medical expenses, any and all claims or losses because of bodily injuries, mental/emotional injuries, property damages, death, and/or personal property damages. This Waiver, Agreement, and Liability Release is intended to apply and be binding regardless of whether or not I am riding, handling, or near equines. In accordance with Michigan law, we are not releasing The Released Parties from loss, injury, or damage that is directly caused by gross negligence or willful and wanton misconduct on part of Serenity Oaks or any of the Released Parties.

WARNING

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.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THIS DOCUMENT IS A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, MCL 691.1661 - 1667. BY SIGNING THIS DOCUMENT, I AGREE NOT TO BRING ANY CLAIM OR SUIT AGAINST ANY OF THE RELEASED PARTIES UNDER 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 OF ANY PART OF THE LAND; AND/OR (4) ANY ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE BY THE RELEASED PARTIES OR BY THOSE AFFILIATED WITH THE RELEASED PARTIES (EXCEPT IF THE LOSS, INJURY, OR DAMAGE IS DIRECTLY CAUSED BY GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT OF THE RELEASED PARTIES, OR ANY OF THEM).

Initial Here: _____

4. INDEMNIFICATION

To the fullest extent permitted by law, I also agree to indemnify and hold harmless The Released Parties against all claims, demands, or lawsuits that are brought against The Released Parties (or either of them) by any third person(s) ["third persons" are people who are not parties to this Agreement, including, but not limited to, other persons on or near the property where The Activities take place, my relatives, guests, etc.] or brought against any of the Released Parties by my minor child/children and which are in any way connected with my/our participation in

any of The Activities at any time and at any location, including claims that allege acts or omissions of The Released Parties that are negligent and/or in violation of an Equine Activity Liability Act. This indemnification shall also include reimbursement of The Released Parties' reasonable attorney fees.

Initial Here: _____

5. ASTM/SEI Headgear

I agree to be fully responsible for my own safety at all times. Serenity Oaks has advised me that, for my own protection, I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear that is designed for use when riding or when near equines. I am NOT relying on Serenity Oaks to provide a helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time, now or in the future. **If I choose to wear an equestrian helmet, or if I choose not to wear an equestrian helmet, this is my decision alone.**

Initial Here: _____

6. Emergencies

(a) Person(s) to Contact in Case of Emergency: _____

Phone Number: _____

Relationship: _____

(b) Person(s) to Contact in Case of Emergency: _____

Phone Number: _____

Relationship: _____

7. 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 by an officer of Serenity Oaks. Should any part of this document conflict with Michigan law, only that part will be void but the remainder of this document shall stay in full force and effect at all times, now and in the future. Should I breach this document (or any part of it), I agree to pay the attorney's fees and court costs related to such breach that are incurred by Serenity Oaks and/or The Released Parties. I also agree to pay attorney fees and costs incurred by any of The Released Parties to enforce this Agreement, and I will indemnify and hold harmless The Released Parties for all such fees and costs. Any disputes that may arise under this document, 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 Livingston County, Michigan. Electronic, photostatic, or facsimile copies of this original signed Waiver, Agreement, and Liability Release will have the same force and effect as the original.

8. ALSO, I REPRESENT (Please check and initial each box below)

Initial Here: _____ **I AM AT OR OVER 18 YEARS OF AGE;**

Initial Here: _____ **I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;**

Initial Here: _____ **I HAVE READ THIS ENTIRE WAIVER, AGREEMENT AND LIABILITY RELEASE (ALL THREE PAGES), AND I FULLY UNDERSTAND IT;**

Initial Here: _____ **I INTEND FOR THIS WAIVER, AGREEMENT AND LIABILITY RELEASE TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;**

Initial Here: _____ **I AM THE PARENT/LEGALLY-APPOINTED GUARDIAN OF THE CHILD(REN) LISTED IN THIS DOCUMENT (WHERE APPLICABLE);**

Initial Here: _____ **BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY DAMAGED BY PARTICIPATION OF MYSELF AND/OR MY MINOR CHILD/REN IN ANY OF THE ACTIVITIES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO BRING A LAWSUIT AGAINST ANY OR ALL OF THE RELEASED PARTIES; AND**

Initial Here: _____ **ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.**

SIGNATURE OF CONTRACTING PARTY: _____

Print Name Here: _____ DATE: _____

SIGNATURE OF OTHER CONTRACTING PARTY: _____

Print Name Here: _____ DATE: _____

ACCEPTED ON BEHALF OF SERENITY OAKS BY:

Signature: _____ DATE: _____

WARNING

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.