

WAIVER, AGREEMENT AND LIABILITY RELEASE
READ CAREFULLY BEFORE SIGNING

I agree to the following agreement with Full Circle Farm, LLC, a Michigan limited liability company (hereafter referred to as "Stable") 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 at any location: enter the Stable's premises, facilities, barns, paddocks, arenas, and surrounding land; be near horses or ponies (hereafter referred to as "equines") or farm animals; work with equines, handle equines or farm animals; ride equines; receive instruction or guidance related to riding, handling and/or working with equines at any time and any location, on or off the Stable's property; and/or attend or participate in horse shows, schooling shows, or clinics on or off of the Stable's property. All of these activities described above, individually and collectively, will hereafter be referred to in this document as "The Activities."

NAME OF CONTRACTING PARTY: _____

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): _____

ADDRESSES OF CONTRACTING PARTIES: _____

PHONE: [Home]_____ [Work]_____ [Cell/Other]_____

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

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 Waiver, Agreement and Liability Release is intended to be valid and binding at all times, now and in the future, when Stable permits me (directly or indirectly) to engage in any or all of The Activities at any time and at any location.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to engage in any or all of The Activities, now and/or in the future.
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. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do any of these 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 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 others that are not mentioned above. ***I am NOT relying on Stable to list all possible equine-related risks for me in this document or at any 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, I (on behalf of myself and my minor child/children or legal wards, if any) agree to each of the following: **(a)** Full Circle Farm, LLC, Courtney Clarke, Alexander Clarke, and their respective members, managers, employees, agents, heirs, family members, assigns, affiliated persons, and others acting on their behalf shall not be liable for any damages that I (and/or my minor child/children or legal wards, if any) may sustain as a result of engaging in any of The Activities at any time or at any location; and **(b)** I/we fully and forever release, waive, and discharge all claims, demands, damages, rights of action, or causes of action (present or future) against Full Circle Farm, LLC, Courtney Clarke, Alexander Clarke, and their respective members, managers, employees, agents, heirs, family members, assigns, affiliated persons, and others acting on their behalf whether the claims are known, unknown, anticipated or unanticipated, and whether caused by their ordinary negligence or other legal liability, 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 or property damages, death, and/or personal property damages, etc. ***This waiver and release agreement is intended to apply and be binding whether or not I/we are riding equines, handling equines, near equines, near farm animals, or near farm equipment.***

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 IN THIS DOCUMENT IS 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 FULL CIRCLE FARM LLC, COURTNEY CLARKE, ALEXANDER CLARKE AND THEIR RESPECTIVE MEMBERS, MANAGERS, EMPLOYEES, AGENTS, HEIRS, FAMILY MEMBERS, ASSIGNS, AFFILIATED PERSONS, AND OTHERS ACTING ON THEIR BEHALF 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 ON PART OF STABLE OR THOSE AFFILIATED WITH STABLE.

4. INDEMNIFICATION. I also agree to indemnify and hold harmless Full Circle Farm LLC, Courtney Clarke, Alexander Clarke, and their respective members, managers, employees, agents, heirs, family members, assigns, affiliated persons, and others acting on their behalf against all damages that are sustained 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 or near the property where The Activities take place, 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 at any time and at any location. The indemnification shall include reimbursement of Stable's attorney fees.

5. ASTM/SEI Headgear. I agree to be fully responsible for my own safety at all times. Stable strongly suggests that, for my own protection, I 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 Stable to provide a helmet for me, to check any helmet or helmet strap I may wear. Those under 18 years of age are required to wear a certified and properly fitted helmet as listed above. **I agree to comply with this Stable rule and will not hold Stable responsible for any injury resulting from my failure to wear a helmet and/or not having it properly fitted.**

6. Emergencies. Person(s) to Contact in Case of Emergency: Name: _____

Phone Number(s): _____ Relationship: _____

7. Independent Equine Professionals. I am aware that equine professionals (such as clinicians) may occasionally do business on the Stable's property (with Stable's advance permission) and/or on property where The

Activities take place. However, I understand that these people have independent businesses and have no employment, partnership, joint venture, principal-agent or other similar arrangement with Stable.

8. Health and Disabilities. Many physical and mental conditions pose special risks to a participant during exercise. Horseback riding and equine activities are exercise. I understand that Stable recommends that I seek the advice of a physician *before* participating in activities that involve riding, handling, or being near equines. Also, I want Stable to be aware of the following physical, learning, or personal needs that might affect my ability to ride, handle, jump, or be near equines or otherwise engage in any or all of The Activities: _____

9. 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 Courtney Clarke on behalf of Full Circle Farm, LLC. 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 Waiver, Agreement, and Liability Release (or any part of it), I agree to pay the attorney's fees and court costs related to such breach that are incurred by Stable and/or persons directly affiliated with Stable. It is also mutually agreed that any disputes that may arise under this Waiver, Agreement and Liability Release, or any activities that are undertaken pursuant to this document, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Oakland County, Michigan.

10. ALSO, I REPRESENT (please check and initial each box below):

- _____ **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, OR TAKING MEDICATIONS THAT MAY AFFECT MY ABILITY TO SAFELY PARTICIPATE IN THE ACTIVITIES;**
- _____ **I HAVE READ THIS ENTIRE WAIVER, AGREEMENT AND LIABILITY RELEASE (ALL THREE 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 IS TRUE AND ACCURATE.**

SIGNATURE OF CONTRACTING PARTY: _____

PRINT NAME HERE: _____ DATE : _____

SIGNATURE OF OTHER CONTRACTING PARTY
(Spouse/ Other Parent): _____ DATE : _____

PRINT NAME HERE: _____ DATE : _____

SIGNATURE OF COURTNEY CLARKE
ON BEHALF OF FULL CIRCLE FARM LLC: _____ DATE: _____

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