

Information and Phone Numbers

Meadow Wood Farm, LLC & Windy Ridge Farm, LLC

Jeanette – Farm Owner

Cell # 248.798.6126

Home # 248.328.9960 Work # 248.528.1981 x 4031

Frank – Farm Owner

Cell # 810.459.2142

In case of emergency:
Call 911 – Barn Address is:
950 Rosell Holly MI 48442

Veterinarian

Dr. Austen Epp 810.444.0167

Meadow Wood Farm, LLC & Windy Ridge Farm, LLC

**RELEASE, WAIVER, HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY BEFORE SIGNING**

The undersigned, as a participant/Spectator/Visitor/Horse Owner/Contractor/Volunteer (collectively “PARTICIPANT”), on his/her own behalf and, if applicable, as the Parent/Legal Guardian of a minor participant, for good and valuable consideration, agree to the terms and conditions of this Release, Waiver, Hold Harmless, Defend and Indemnification Agreement (“RELEASE”).

1. **Assumption of Risk and Waiver:** Participant understands and accepts the risks of engaging in Equine Activities, while mounted or unmounted, as well as merely being near a horse, pony, mule, donkey, or hinny (collectively “equine”), included but are in no way limited to, faulty equipment or tack that cause injury or death, Released Parties’ failure to make a reasonable effort to determine the ability of Participant to engage safely in an equine activity or to safely manage the particular equine provided based on Participant’s representation of his or her ability, Released Parties’ failure to conspicuously post warning signs of a dangerous inconspicuous condition on the real property, as well as: (1) the propensity of an equine to behave in a way that may result in injury or death to a person on or near it (ex. Jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (2) the unpredictability of an equine’s reaction to a sound (ex. Doors opening and closing, snow and ice falling, rain, wind, thunder, voices, music, guns, etc.), movement, or unfamiliar object (ex.: machinery, equipment, obstacles, buggies, carts, barrels, ground poles, cones, flowers, flag, golf carts, mini-bikes, whips, bats, construction material, etc.), person or animal (ex. Leashed or unleashed dogs, ducks, wildlife, equines, etc.); (3) a collision with an object or another animal; (4) the potential for a person participating in an equine activity to act in a negligent manner, to fail to control the equine or to not act within his or her ability; (5) natural hazards, including surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery or deep footing, etc.); and (6) any material or object utilized or included in designing and/or construction of the natural trail course provided by Meadow Wood Farms, LLC or anyone or entity on their behalf or at their direction. Participant agrees that engaging in Equine Activities under this Release includes, but is in no way limited to, those defined in the Michigan Equine Activity Liability Act as well as riding another’s equine, petting, guiding, leading, mounting, feeding, watching, and otherwise interacting with or merely being in the vicinity of equines (collectively “Equine Activities”). Participant understands the injuries, death, loss, and damage that may result from the inherent risks of engaging in Equine Activities or just being near equines, that equines are powerful and have the potential to be dangerous, even without warning, and that the risks listed in the Release is just a sampling and Participating is not relying on Released Parties (defined below) to list all possible equine-related risks. Participant understands that the facility owner highly recommends the wearing of an ASTM/SEI-certified equestrian hard hat (“Hard Hat”) for anyone engaging in Equine Activities. Participant understands and agrees that failing to wear a Hard Hat while engaged in Equine Activities increases the risk of serious injury and/or death, Participant is not relying on Released Parties to provide a Hard Hat, check a Hard Hat or its harness strap for proper fitting, or monitor the wearing of a Hard Hat at any time now or in the future. Participant understands and agrees that Participant has other facilities to choose from, he/she has inspected the facility property and trails and is satisfied that all are reasonable and safe for Participants intended use, he/she is voluntarily engaging in Equine Activities, he/she is directly and intentionally engaging in and assuming the risks of Equine Activities, and he/she agrees to at all times to be responsible for his/her personal safety. Participant agrees to purchase and maintain his/her health and liability insurance, remain responsible for his/her medical expenses, and waives his/her right to any claims arising from his/her participation in or observation of any Equine Activities, being near equines, or merely being present on real property owned, leased, rented, borrowed, visited or otherwise occupied or utilized by Released Parties. “Released Parties” herein includes Windy Ridge Horse Farm, LLC, Meadow Wood Farm, LLC, Jeanette M. Bremer, Frank D. Patrello II, Ronald G. Lehrer, Maureen E. Lehrer and their respective family members, heirs, agents, trustees, beneficiaries, employees, working students, volunteers, independent contractors, clinicians, guests, visitors, invitees, partners, members, officers, directors, owners, lessees, licensees, and other acting on their behalf.

2. **Release, Hold Harmless, Defend, indemnify:** Participant agrees to hold harmless, defend and indemnify Released Parties for any illness, injury, death, damage, or other loss (collectively “Loss”) incurred by Participant or to Participants’ property and/or horse, even if such Loss is caused in whole or in part by negligence or others fault of Participant or Released Parties (except gross negligence, or reckless or willful and wanton conduct.) The Release shall not expire and shall remain in full force and effect in perpetuity.

3. **Governing Law, Jurisdiction, Time/Liability Limitation, Attorneys Fees, Jury Waiver:** This release shall be construed and enforced in accordance with the laws of the State of Michigan. All disputes relating to the interpretation and enforcement of the Release shall be resolved by the state court in Oakland County, Michigan. Participants agree that and all claims for Loss by Participant against Released parties must be brought within one (1) year of the date accrued. Participant agrees to reimburse Released Parties for any and all attorney’s fees and costs incurred by Released Parties in enforcing the terms of the Release and/or in defending or prosecuting any claims or cause of action involving or relating to Participant. Participant agrees to waive trial by jury in any action with Released Parties.

4. **Severability, Modification:** If any provision of this Release is deemed invalid or unenforceable, the remaining provisions shall be valid and enforceable to the fullest extent of the law. The Release can only be modified if signed by Participant and Jeanette M. Bremer or Frank D. Patrello II.

Certification: Participant certifies he/she read this Release and understand that signing this Release is required for Participant to participate in Equine Activities with Released Parties, knows that he/she has other instructions, facilities, and/or horses to choose from, and voluntarily intends on his/her own behalf, and on behalf of minor Participant, and participants spouse, partners, family members, heirs, agents, trustees, beneficiaries, representatives, successors, and assigns to be bound by the terms and conditions contained herein.

Date: _____ Participants Signature (on my own behalf and for minor): _____

Printed Name: _____ Phone/E-Mail: _____

Address: _____

Emergency Contact Name and Phone: _____

Minor Participants Name and Date of Birth: _____