



RELEASE & HOLD HARMLESS AGREEMENT

Michigan Equine Activity Liability Act 351 of 1994

In consideration for participating in horse-related activities or instruction connected with Serenity Ranch, Inc. (“Serenity Ranch”), the undersigned agrees as follows:

- A. PARTICIPANT: I, the following listed individual hereinafter known as the “Participant” and the parents or legal guardian thereof if a minor, do hereby voluntarily request and agree to participate in the Activities on and about the Serenity Ranch. Participant may ride a horse provided to him or her by Serenity Ranch, his or her own horse, or one borrowed or leased by Participant’s own arrangement, today and on all future dates:

Participant: _____ (age, if under 18): _____

For purposes of this Agreement, the term “Activities” shall refer to any or all of the following at any time and at any location: entering, touring, visiting, or volunteering at Serenity Ranch’s premises, facilities, barns, arenas, and surrounding land; be near equines regardless of who owns them, work with equines, ride equines, receive instruction or guidance at any location related to riding, handling, competing with, or working with equines (from Serenity Ranch or from independent equine professionals who may work on or off of the Serenity Ranch property); attend or participate in clinics, demonstrations, or shows on or off the Serenity Ranch property; and/or engage in any other activity involving Serenity Ranch personnel, property, or services. The term “equine” shall herein refer to a horse, pony, mule, donkey, or hinny. The terms “I”, “me”, and “my” shall herein refer to the above Participant and the parents or legal guardians thereof is a minor.

- B. **WARNING: UNDER THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY OR DEATH OF A PARTICIPANT IN AN EQUINE ACTIVITY RESULTING FROM AN INHERENT RISK OF THE EQUINE ACTIVITY.**
- C. **INHERENT RISK OF ACTIVITY:** I understand that there are numerous obvious and non-obvious inherent risks always present in the Activities despite all safety precautions. As such, related injuries can be severe or even deadly. I further understand that no equine is a completely safe equine. If an equine is frightened or irritated it may divert from any training it has received and act according to its natural survival instincts which may include but are not limited to: stopping short, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, running under obstacles intended to knock the rider off, or running from danger. With an understanding of the inherent risks associated with the Activities, I acknowledge that I will voluntarily participate in these Activities at my own risk.
- D. **CONDITIONS OF NATURE:** Serenity Ranch is not responsible for total or partial acts, occurrences or elements of nature that can scare an equine, cause it to fall, or otherwise react in some unsafe way, including without limitation, thunder, lightning, rain, wind, wild and domestic animals, insects, vehicles, other equines. Further, Serenity Ranch is not responsible for irregular or



obstructed footing on groomed or wild land (including indoor or outdoor arenas, pens, or pastures) which is subject to constant change in condition according to use, weather, temperature, maintenance (or lack thereof) and natural and man-made changes in landscape. Further still, Serenity Ranch is not responsible for activities engaged in by other such as, but not limited to, spectators, guests or other participants.

- E. ASTM/SEI HEADGEAR: I agree to be fully responsible for my own safety at all time. Serenity Ranch 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 near equines. I am NOT relying on Serenity Ranch to provide a helmet for me, to check my helmet or helmet strap I may wear, or to monitor my compliance with this suggestion at any time. If I choose to wear an equestrian helmet, or if I choose not to, this is my decision alone.
- F. INSPECTION OF PREMISES: I understand and agree that I had either the opportunity to inspect or have actually inspected Serenity Ranch's facilities and am satisfied that the premises are reasonably safer for my purpose, usage and presence.
- G. LIABILITY RELEASE: I hereby release, discharge and hold harmless Serenity Ranch, and its respective officers, directors, employees, agents, volunteers, land and/or animal owners, contractors and Dawn & Phillip Chippewa (collectively "Releasees"), from any claim, demand, loss, liability, expenses, and attorney fees and costs whatsoever arising from, related to, or resulting from the Activities, and those caused by the negligent acts or omission of any or all of the Releasees. I further agree that this release and waiver constitutes a waiver of liability beyond the provision of the above cited Michigan Equine Activity Liability Act.

As between each of the Releasees and the Participant, the Participant will be solely responsible for any and all medical and related expenses that Participant may incur because of any injury, as well as costs related to loss or damage to Participant's property, that Participant may sustain as a result of their participation in the Activities, including those sustained on the Serenity Ranch's premises, regardless of the location or mode of transportation.

- H. INDEMNIFICATION: I hereby agree to indemnify and hold harmless the Releasees from all claims, demands, or lawsuits that are brought against any of the Releasees 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 Serenity Ranch premises where the Activities take place, my relatives, estate, etc.) or brought against any of the Releasees and are in any way connected with my participation in the Activities at any time and at any location, including claims that allege acts or omission of the Releasees that are negligent or in violation of the Michigan Equine Activity Liability Act.
- I. MISCELLANEOUS:
 - 1. This Agreement shall be legally binding upon the Participant, and the parents or guardians thereof if a minor, personal representatives or assigns, including all minor children and parental representatives.
 - 2. Michigan law shall govern this Agreement without regard to its conflict of law provisions, and this Agreement is intended to be as broad and inclusive as Michigan law permits.



3. Should any part of this Agreement be in conflict with Michigan law, only that part will be void, and the remainder of the Agreement shall stay in full force and effect at all time, now and in the future.
4. Should I breach this Release & Hold Harmless Agreement 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 Ranch and/or persons directly related with Serenity Ranch.

By signing below, I certify that and represent that:

_____ - I am at or over 18 years of age;
(initial)

_____ - I am of sound mind and am not suffering from shock or under the
(initial) influence of alcohol, drugs, or intoxicants;

_____ - I have read this entire Release and Hold Harmless Agreement
(initial) and fully understand it;

_____ - I intend for this Release and Hold Harmless Agreement to be
(initial) valid and binding today and at all times in the future;

_____ - I am the parent/legally-appointed guardian of the child listed in this
(initial) document (where applicable);

_____ - All of the information that I have provided is true and accurate.
(initial)

Signature of Participant, Parent or Guardian / Contracting Party:

Printed Name: _____
Date of Signature: _____

Signature of Serenity Ranch, Inc.:

Printed Name: _____
Date of Signature: _____