

**WINDERMERE EQUESTRIAN CENTER  
EQUINE ACTIVITY AGREEMENT TO ASSUME RISK & WAVE LIABILITY**

I represent that I am an adult signing on my own behalf or on behalf of my minor child named \_\_\_\_\_ and that I wish to take riding and horsemanship lessons at Windermere Equestrian Center.

I understand that riding horses and working in the stable area have inherent dangers, and that I may be seriously injured, or even killed in a horse-related accident. By way of illustration, a horse related accident includes, but is not limited to, being stepped on, kicked, or otherwise struck by a hoof, bitten, pushed, knocked over, or a fall from a horse.

Windermere Equestrian Center has represented to me that it will use reasonable care in their selection of horses it allows me to ride, and in supervising my riding lesson. I understand that, by nature, horses are skittish and unpredictable animals and that even the quietest of horses can occasionally act in an unanticipated manner. I understand that the agents of Windermere Equestrian Center cannot prevent accidents, and I do not expect them to do so. I have been specifically advised that I can expect to fall from a horse in the natural course of learning to ride. If at any time during a lesson I become fearful to the point I wish to dismount, I will so advise my Windermere Instructor.

Windermere Equestrian Center has notified me that I must purchase a properly fitted riding helmet whose design meets the ASTM standard #F1163-8. This helmet must be worn whenever mounted. I have been informed that a bicycle helmet is not appropriate protective headgear for equine activities.

I hereby specifically release, indemnify, and hold Windermere Equestrian Center harmless from liability for any claims arising from participating in the equine related activities, either off or upon the premises of Windermere Equestrian Center., Inc.

I release and agree not to sue Windermere Equestrian Center, its agents, employees, servants, or anyone connected with its association, from any and all liability for any claim for injury, damages, costs, or causes of action which I have or may have in the future as a result of injuries or damages sustained by me or incurred by me while participating in such equine activity, either off or upon the premises of Windermere Equestrian Center.

I agree not to invite or permit any other person(s) to enter the premises or to engage in any equine activity as my guest. Any such participant shall be deemed a trespasser, not an invitee, unless such person(s) execute(s) an "Equine Activity Agreement to Assume Risk and Wave Liability" with Windermere Equestrian Center.

I further agree to indemnify Windermere Equestrian Center, its agents, employees, servants, or anyone connected with its association, for any costs, expenses, damages, or legal fees which may be incurred as a result of any breach or violation of this "Equine Activity Agreement to Assume Risk and Wave Liability," if such breach results in injury or death to any person(s) engaging in such equine activity, without regard to whether such injury or death is alleged to have resulted from any alleged acts of negligence of Windermere Equestrian Center, its employees, agents, servants, or anyone connected with its association.

In signing this contract I am binding myself, my survivors, or any other person or entity seeking to assert a claim on my behalf or which arises from an accident occurring at Windermere Equestrian Center, even if such accident results in permanently disabling injury or death.

**Warning:**

**Under the Michigan equine activity liability act, and 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 have read this contract, understand it completely, and execute it voluntarily with full knowledge of its consequences.

\_\_\_\_\_  
date

\_\_\_\_\_  
participant's signature

\_\_\_\_\_  
date

\_\_\_\_\_  
parent or guardian's signature

\_\_\_\_\_  
date

\_\_\_\_\_  
Windermere Equestrian Center, Inc. signature

This form will be used to prove that you understand fully the risks of horseback riding, and that you have made a free choice to ride at Windermere Equestrian Center. This form also restricts or eliminates your ability to file a lawsuit against Windermere Equestrian Center for injuries you may sustain while on or off the premises.

**Windermere Equestrian Center Emergency Treatment Release**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Parent or Guardian: \_\_\_\_\_

Telephone: 1) \_\_\_\_\_ 2) \_\_\_\_\_

In the event of an accident call: \_\_\_\_\_

Telephone: 1) \_\_\_\_\_ 2) \_\_\_\_\_

Health Insurer: \_\_\_\_\_ Family Physician: \_\_\_\_\_

MD/DO Address: \_\_\_\_\_

Preferred Hospital: \_\_\_\_\_

Describe here existing medical conditions, allergies, medications, or information otherwise relevant to provision of medical care. This information MUST be complete as it will be provided to a medical professional caring for you.

If none, please write in "none".

**Part I -- CONSENT**

In the event of medical emergency, the undersigned authorizes agents of Windermere Equestrian Center to take any necessary steps to obtain medical assistance, including use of an ambulance or emergency medical technical assistance.

The undersigned further authorizes any licensed physician and/or medical facility to provide and medical/surgical care or hospitalization which they may determine to be necessary or advisable pending production of a specific consent from the undersigned.

For the minor child: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**PART 11 -- REFUSAL**

The undersigned does not consent to the provision of medical treatment. In the event of illness or injury requiring emergency treatment no action should be taken or (describe action desired):

Date: \_\_\_\_\_ Signature: \_\_\_\_\_