

# Pine River Stables, Inc

## RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

**BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.**

I, \_\_\_\_\_ (hereinafter the Undersign), residing at \_\_\_\_\_

Acknowledge that the Ranch and Cowboy experience involves camping, riding, herding, and processing ranch animals as well as exposure to wild and domestic animals, and the outdoor environment. Now as part of being allowed to participate on the Pine River Stables, Inc, in the Ranch and Cowboy experience, on behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns, hereby:

1. Acknowledge that horses, cattle, and other animals whether farm, domestic or wild may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, stampede, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, and equipment may fail. All which may cause an individual to fall, be jolted, and stepped on or to experience some other incident possibly resulting in injury or death.
2. Acknowledge that the ranch or cowboy experience may be a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH.
3. Voluntarily assume the risk and danger of injury or death inherent in the use of the facilities, horse, equipment, and gear provided to me by any of the releases below.
4. RELEAASE, DISCHARGE, AND PROMISE NOT TO SUE Larry Boden, Daniel L Boden, Pine River Stables, Inc, LLC or, any Other Entity, doing business under its own name or any other name and/or any of its owners, officers, employees, agents, assigns, or heirs (hereafter the Releasees), for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage or injury (including death) to my person or property.
5. Release the Releasees from any claim that the Releasees are or may be liable for in connection with the use of the Pine River Stables, Inc, facilities, grounds, my ranch and cowboy or riding experience, including but not limited to: equine, bovine or any other animals whether farm, domestic or wild; the use, maintenance, care of equipment, grounds, pens, corrals, or structures
6. INDEMNIFY, SAVE AND HOLD HARMLESS the Releasees from and against any loss, liability, damage or cost they may incur arising out of or in anyway connected to either my use of the Pine River Stables, Inc, animals and any equipment or gear provided therewith or any act or omissions of any releasee or other employees or agents.
7. Agree to abide by and follow any instructions given or rules established by the Pine River Stables, Inc, any releasee, Business or Other Entity or any of its employees, guides or wranglers with regard to my use of the Facilities, the grounds, animals, equipment or gear provided therewith.
8. The Undersigned expressly agrees the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the laws of the State of Michigan and is intended to be as broad and inclusive as is permitted by Michigan law, and that in the event any portion of the agreement is determined to be invalid, illegal, or unenforceable, then the validity, legality and enforceability of the balance of the agreement shall not be affected or impaired in anyway and shall continue in full legal force and effect.
9. Acknowledge that this document is a contract and agree that if a lawsuit is filed against any of the Releasees for any injury or damage in breach of this agreement, the Undersigned will pay all attorneys fees and cost incurred in defending such an action regardless of outcome or result.
10. Acknowledge this is a temporary private lease of horse, equipment, and gear provided to me by any of the releases for my private use with a ranch representative present for both my personal and the equine's safety.
11. Acknowledge, I hereby give the ranch, photographer/filmmaker, my permission to license the images from this experience and to use the images in any media (without compensation) for any purpose (except pornographic or defamatory) which may include, but not limited to, advertising, promotion, marketing, and packaging for any product or service.
12. Acknowledge that this agreement shall remain in effect until revoked in writing and delivered to either owner, stable, business or other entity, a party to this agreement.
13. Acknowledge the Michigan equine activity liability act and bare 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.

**I THE UNDERSIGNED HAVE READ THE FOREGOING DOCUMENT AND I UNDERSTAND THAT IT IS A PROMISE NOT TO SUE AS WELL AS A RELEASE AND INDEMNIFICATION FOR ALL CLAIMS.**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

It is recommended that all riders wear a protective helmet. I understand that I can bring my own protective head wear for myself/child. I also understand I have the right to refuse a helmet for myself/child and that I do so at my own risk.

\*I understand my and/or child's helmet rights. (Please initial here) \_\_\_\_\_

Do you or your child have any health problems that might affect your ranching or cowboy experience? ( ) Yes ( ) No

**How did you hear about Pine River Stables, Inc?** \_\_\_\_\_

**Please leave your e-mail address so we can contact you about up coming adventures.** \_\_\_\_\_

### PARENT/GUARDIAN WAIVER FOR MINORS

IF THE PERSON WHO IS TO ENTER INTO THIS AGREEMENT (REFERRED TO AS THE 'UNDERSIGNED' ABOVE) IS UNDER EIGHTEEN (18) YEARS OF AGE, HIS/HER PARENT OR GAURDIAN MUST READ AND SIGN THE FOLLOWING.

I, \_\_\_\_\_ acting as parent, natural guardian or guardian of \_\_\_\_\_ my \_\_\_\_\_ (Herein after "the minor") hereby affirms that he/she has read the Agreement and acknowledge that it is a release of all claims for injury, death and property damage, and understand and consent to the terms on behalf of him/herself and on behalf of the minor, and agree to indemnify, save and hold harmless the Releasees from any loss, liability, damage, or cost that they may incur because of any defect in or lack of capacity to act on behalf of minor executing this agreement.

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_