

Pine River Stables, Inc

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF, IT'S OWNER, STAFF AND AGENTS ("THE RELEASEES").

“Release” means a document that a person signs before taking control of an equine from the owner or owner’s agent and that acknowledges that the person is aware of the inherent risks associated with equine activities, is willing and able to accept full responsibility for his own safety and welfare and releases the equine owner or agent from liability unless the equine owner or agent is grossly negligent or commits willful, wanton or intentional acts or omissions.

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 saddles or bridles may loosen or break. 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 because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
3. **Voluntary 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. **RELEASE, DISCHARGE, AND PROMISE NOT TO SUE** Daniel L Boden, Carol L Boden, Jimmie D Boden, Pine River Stables, Inc, 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 any way 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. 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.
9. **STATE THAT I AM NOT NOW PREGNANT** and that I have no history of epileptic seizures, heart condition or any other medical problem that could be affected by horseback riding. **I also promise to disclose any medical conditions/medication that might affect the riding experience.**
10. **It is furthermore noted that Pine River Stables cannot be held liable for the loss or damage of any type of mobile devices, cameras, jewelry, or personal property due to the remote nature of our trails and distraction caused by having such equipment while riding horses.**
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. 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.
13. 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 attorney’s fees and cost incurred in defending such an action regardless of outcome or result.
14. Acknowledge **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.
15. **I DO UNDERSTAND THERE IS NO MEDICAL INSURANCE COVERAGE OF ANY KIND FOR ME OR MY MINOR CHILD AND GIVE UP ALL RIGHTS TO SUE FOR MEDICAL BILLS**

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I verify that the participant(s) above do not have any physical or mental limitations that may affect his/her safety and ability to ride a horse: Yes ___ No ___

If No, Mark (X) beside Name in the space above, and explain limitations here: