

CIRCLE "C" STABLE, L.L.C.
905 PINE HILLS LANE
BENTON HARBOR, MI 49022

EQUINE ACTIVITY CONTRACT AND LIABILITY RELEASE

(Please print full name) _____ agrees that the designated Equine Professional and Circle "C" Stable, L.L.C. are not held responsible for any risks, or injuries to any participants. Furthermore, that all participants, on behalf of their heirs, assigns and legal representatives and if the participant is a minor, their parent or guardian, hereby expressly agree to the following:

_____ 1) In return for the use today, and all future days, of property, facilities and services of the Equine Professional, participants are responsible for full insurance coverage on his/her personal property and himself/herself.

_____ 2) **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. PARTICIPANTS ASSUME RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM THE USE OF OR PRESENCE UPON CIRCLE "C" STABLE, L.L.C. PROPERTY AND FACILITIES.**

Participants understand there are inherent risks in and around equine activities, including but not limited to dangers or conditions that are an integral part of equine activities. These risks include the propensity of an equine to behave in certain ways, including bucking, biting, kicking, rearing, shying, falling or stepping on; the unpredictability of an equine's reaction to such things as medications, sounds, sudden movements, unfamiliar objects or persons, or other animals; hazards, such as surface and subsurface ground conditions; collisions with other equines or objects; or the potential of another participant to not maintain control of an equine. All these risks may result in damage to personal property, bodily injury or death.

_____ 3) Participant agrees to hold Circle "C" Stable, L.L.C. and all its successors, assigns, agents, managers, members, and employees completely harmless and not liable, releasing them from all liability whatsoever and AGREES NOT TO SUE CIRCLE "C" STABLE, L.L.C. and its successors, assigns, agents, managers, members, and employees on account for or in connection with any claim arising out of an equine activity.

_____ 4) Participant agrees to ABIDE BY ALL RULES AND REGULATIONS, and participant is responsible for using protective gear, i.e., boots and helmets.

_____ 5) If participant is using his or her own horse, the horse shall be free from any infection, contagious or transmissible diseases. Equine professionals reserve the right to refuse a horse if not in proper health or is deemed dangerous or undesirable.

_____ 6) Participant agrees to waive the protection afforded by any statute or law in any jurisdiction, whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

_____ 7) Participant agrees to pay _____ for _____ on or before _____. Participant's failure to pay under the terms of this contract may result in Circle "C" Stable, L.L.C. initiating suit to collect the amount owing, including costs and reasonable attorney's fees.

_____ 8) This contract is non-assignable and non-transferable, made and entered in the state of Michigan, and shall be enforced and interpreted under the laws of the state. Should any clause be in conflict with state law, then that clause is null and void.

AFTER SIGNING THIS CONTRACT, IT WILL THEN BE A BINDING AGREEMENT.
I HAVE READ AND UNDERSTAND THIS RELEASE:

DATE: _____
PRINTED NAME OF PARTICIPANT SIGNATURE

DATE: _____
PRINTED NAME OF PARENT OR GUARDIAN SIGNATURE

DATE: _____
PRINTED NAME OF CIRCLE "C" STABLE, L.L.C. REP. SIGNATURE

PLEASE USE CAUTION IN YOUR ENJOYMENT OF OUR FACILITIES! THANK YOU!