

# Luton Riding Academy INC.

## AGREEMENT AND LIABILITY RELEASE READ CAREFULLY BEFORE SIGNING

I agree to the following agreement with Luton Riding Academy INC., (referred to herein as "Stable"), as a condition for its allowing me and the other persons identified below, to enter the property of the Stable and/ or to ride horses on the property.

Name of Contracting Party : \_\_\_\_\_

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

Phone: Home \_\_\_\_\_ Cell: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Number: \_\_\_\_\_

### **E- Mail**

I also make this agreement on behalf of the following, which are my children or legal wards:

1. \_\_\_\_\_ Age: \_\_\_\_\_ Birth Date: \_\_\_\_\_

2. \_\_\_\_\_ Age: \_\_\_\_\_ Birth Date: \_\_\_\_\_

3. \_\_\_\_\_ Age: \_\_\_\_\_ Birth Date: \_\_\_\_\_

All parties of this agreement shall apply to me, and the children / legal wards listed above.

(We will collectively call ourselves, : "I", "me", or "my" throughout this agreement.)

This agreement is binding when the Stable permits me to enter and/ or ride horses on the property.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to enter Stable's premises and/ or ride horses on the Stable's Property.

2. I understand that anyone riding or near a horse can suffer bodily and other injuries. Among other things, horses are unpredictable by nature. For example, when frightened, angry, or under stress, a horse's natural instincts are to jump forward or sideways, or run away from danger by trotting or galloping. Horses can also be known to kick, buck, rear or bite. I understand that horses can do any of these things without warning. I also understand that all horses are powerful and potentially dangerous. I understand these risks and dangers, and I voluntarily agree to assume them.

3. I am fully responsible for my own safety on or near the Stable's property. Stable has advised me to purchase and wear properly fitted and secure ASTM/SEI- certified headgear when riding or near horses.

4. **WARNING:** Under the Michigan Equine Activity Liability Act (1994 P.A. 351), an equine professional is not liable for an injury to or death of a participant in an equine activity resulting from an inherent risk of the equine activity.

5. **LIABILITY RELEASE:** I assume full responsibility for any and all bodily injuries or damages which I may sustain when on or about the Stable's property. By the term "damages", I mean, for example medical expenses, expenses incurred because of bodily injury or property damages, and/ or personal property damages. I, for my heirs, administrators, personal representatives or assigns, release and discharge Luton Riding Academy INC. and its officers, directors, partners, employees, agents, heirs, representatives, assigns, and others acting on their behalf of and from all claims, demands, actions, omissions, rights of action, or causes of action (present and future), liabilities, or obligations, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my or my guest's bodily injury or damage that may be sustained or property damage which may occur as a result of my being on the premises of Stable (except if caused by the gross negligence or wanton and willful misconduct of Stable). It is mutually understood that the liability release, above, shall constitute a waiver of liability beyond the provisions of the Michigan Equine Activity Liability Act.

6. **INDEMNIFICATION.** I also hereby agree to indemnify and hold Luton Riding Academy INC., and its officers, directors, partners, employees, agents, heirs, representatives, assigns, and others acting on their behalf harmless against all damages sustained or suffered by any third person(s) (not parties to the Agreement, including but not limited to, my relatives, guests, etc. ), including any and all injuries, or damages whatsoever that I may cause while being on the premises of Stable and/or while riding or near horses on the Stable's property. This indemnification shall also include attorney fees and costs.

7. I represent that I am now and will be at all times while on or near the Stable's property, covered by accident/ medical insurance. My insurance company is: \_\_\_\_\_

Policy # (if available): \_\_\_\_\_

8. Michigan law shall govern this agreement. Should any clause conflict with State law, that clause will be null and void and the remainder of this agreement shall remain in effect.

9. ALSO I REPRESENT THAT: I AM AT OR OVER 18 YEARS OF AGE, SOUND OF MIND, AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;

I HAVE READ THIS ENTIRE AGREEMENT AND LIABILITY RELEASE (ALL PAGES), AND I UNDERSTAND IT; AND THE INFORMATION PROVIDED HEREIN IS TRUE AND ACCURATE.

Contracting Party: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature)

Stable Representative: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature)

#### RIDING LESSON CANCELLATION POLICY

Due to the high demand for lesson slots, Luton Riding Academy, Inc. has found it necessary to institute the following cancellation policy:

A) 24 hour notice is required for any necessary cancellation

B) Any cancellation (including no-show) with less than 24-hour notice will be recorded and subject to the following charges. Cancellation #1 – No Fee #2- full price of lesson

Any and/or all fees are due and payable at the next scheduled lesson and are payable with cash

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

(Signature) \_\_\_\_\_