

**CONCORD RIDGE EQUESTRIAN CENTER
RELEASE AND INDEMNITY AGREEMENT**

THIS RELEASE AND INDEMNITY AGREEMENT (“Agreement”) is made this _____ day of _____, 2021 by and between CONCORD RIDGE EQUESTRIAN CENTER, a Michigan Corporation (together with its officers, directors, shareholders, employees, agents, representatives and affiliates collectively referred to as “CREC”) and _____ (and if the foregoing is a minor, their parent or guardian) together with and for his or her family, heirs, administrators, executors, trustees, assigns and legal representatives (collectively referred to as the “Releasor.”)

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.

IN CONSIDERATION of being permitted to participate today and on any future days in equine activities of CONCORD RIDGE EQUESTRIAN CENTER, including, but not limited to boarding, training, exercising, riding or caring for horses and ponies stabled at CREC, and the following mutual premises contained herein, the parties agree as follows:

- Releasor has read the above warning as required by Michigan law and agrees in full to its provisions. Releasor further understands that it is Releasor’s responsibility to carry full and complete insurance coverage on any and all horses owned by the Releasor boarding at CREC, including tack and equipment, trailers and barn materials.
- Releasor acknowledges the inherent risks associated with any equine activity and assumes full responsibility for any and all risks including, without limitation, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion and the unavailability of emergency medical care. RELEASOR AGREES TO FOREVER RELEASE AND HOLD HARMLESS CREC, ITS INDEPENDENT CONTRACTORS, ADMINISTRATORS, TRUSTEES, SUCCESSORS, AND ASSIGNS, AND RONALD E SCHULTS, HIS EMPLOYEES, INDEPENDENT CONTRACTORS, HEIRS, ASSIGNS, ADMINISTRATORS, AND TRUSTEES (TOGETHER THE “CREC PARTIES”) FROM, NOT LIABLE FOR ALL LIABILITY WHATSOEVER AND AGREES NOT TO SUE THE CREC PARTIES ON ACCOUNT OF OR IN CONNECTION WITH ANY OR ALL CLAIMS, DEMANDS, RIGHTS OF ACTION OF WHATSOEVER KIND OR NATURE, EITHER IN LAW OR EQUITY, ARISING FROM, BY REASON OF, BODILY INJURY, DEATH AND/OR PROPERTY DAMAGE AS A RESULT OF AN ACCIDENT WHICH MAY OCCUR AS THE RESULT OF PARTICIPATION IN AN EQUINE ACTIVITY OR ANY OTHER ACTIVITY IN CONNECTION WITH CREC AND/OR RONALD E SCHULTS, WHETHER OR NOT ATTRIBUTABLE TO NEGLIGENCE,.
- RELEASOR AGREES TO INDEMNIFY, DEFEND AND HOLD THE CREC PARTIES HARMLESS FOR ANY LOSSES, CLAIMS, DAMAGES, LIABILITIES

AND OBLIGATIONS OF ANY KIND, INCLUDING REASONABLE ATTORNEYS FEES INCURRED IN DEFENDING OR SETTLING SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES AND OBLIGATIONS, ARISING OUT OF OR IN ANY WAY RELATED TO AN EQUINE ACTIVITY OR OTHER ACTIVITIES AT CONCORD RIDGE EQUESTRIAN CENTER.

- Releasor agrees that the land and surrounding area on which the Concord Ridge Equestrian Center facility is located including, but not limited to, pastures, paddocks, roads and trails, may contain hidden defects unknown and unascertainable to CREC. Releasor agrees that, while every effort will be made by CREC to seek and repair any dangerous conditions on the land, a latent defect is a possibility given the nature of the activities on the property. Releasor agrees to hold the CREC Parties completely harmless from, not liable for, and completely released from all liability and agrees not to sue them on account of or in connection with any injury, death or bodily harm sustained by Releasor or his/her/its horse due to a latent defect of the CREC property.
- Releasor 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.
- Releasor agrees to abide by the Barn Rules and Regulations of CREC as posted on the premises, from time to time.
- This contract is nonassignable and nontransferable and is made and entered into 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.
- CREC agrees to provide a reasonably safe boarding and riding facility, but is no way accepting responsibility for the inherent risks, attributable to equine activities.

WHEREFORE, THE PARTIES HERETO set their hands and seal to this Agreement and agree to the mutual promises contained herein as to the entire understanding of their agreement, and all parties agrees to be legally bound thereby.

RELEASOR: CONCORD RIDGE EQUESTRIAN
CENTER
THE UNDERSIGNED ACKNOWLEDGES A Michigan
Corporation
AND AGREES THAT HE/SHE HAS READ
AND UNDERSTANDS THE NATURE AND
TERMS OF THIS AGREEMENT. By:

Signature

Printed Name

Joan Mack

Joan M Mack
Its Business Manager

5200 South M-139

Address

St Joseph, MI 49085

Phone

Date
