

**2020 Meadowlark Equestrian Center, LLC.
Horse Camp Waiver, Agreement and Liability Release
Read Carefully Before Signing.**

I agree to the following agreement as a condition for the persons identified as "Child" below, to do any or all of the following: be near horses or ponies (hereafter referred to as "equines"); ride, work with, work around, or handle equines; participate in equine related lessons; receive instruction or guidance in riding, handling or working with equines and/or attend clinics, day camps, schooling shows, or special events. (All of these activities, individually and collectively, will hereafter be referred to as "Activities".)

Name of Contracting Party (Parent or Guardian): _____

Additional Contracting Party: _____

Addresses of Contracting Parties (both addresses if separated): _____

Email Address(es): _____

Phone: [Home] _____ [Work] _____ [Cell/Other] _____

I also make this agreement on behalf of the following, who is/are my children or legal ward(s):

Child's Name: _____ Child's Age _____

Desired Date of Camp _____ Child's Shirt Size (YS-YXL, AS-AXL) _____

Additional Child: _____ Child's Age _____

Desired Date of Camp _____ Child's Shirt Size (YS-YXL, AS-AXL) _____

Please note that we are unable to accommodate campers who weigh over 185lbs without prior notice.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested for myself or my child to engage in any or all of The Activities.

2. **Risks.** I understand that anyone riding, handling, working with, or even near an equine can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, backup quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, shy, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people, equines, and animals that are on, near, or around them. Further, I understand that riding, working with, handling, or even being near and equine can expose me to numerous hazards, which could include, for example: the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions; and/or collisions with other equines, animals, or objects. I understand these risks and dangers that are inherent in equine activities and I agree to assume all of them. I also understand that these are just some of the inherent risks associated with equines and equine-related activities, and I agree to assume others that are not mentioned above. I am NOT relying on this document, or any Meadowlark Horse Camp affiliate, to list all possible equine-related risks for me at any time, now or in the future.

3. **WAIVER AND LIABILITY RELEASE:** As consideration for being allowed (directly or indirectly) to engage in any or all of The Activities, now and in the future, I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain at any time when engaging in these and other activities. The term "damages" means, for example: medical expenses, losses incurred because of bodily injuries or property damages, and/or personal property damages. I, for myself and my heirs, administrators, personal representatives or assigns, release and discharge Emily M. Jenkins, Julianna Kay Schlemmer, Sadie Besl, Emily Simmons, Nicole Johnson, Meadowlark Equestrian Center, Kasey Farms, Meadowlark Horse Camp, and it's volunteers, affiliates, instructors and counselors, and their respective members, managers, employees, agents, contractors, representatives, heirs, and others acting on their behalf of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage, or property damage which may occur at any time-now or in the future- as a result of engaging in any or

all of The Activities at any location (except if such loss, injury, or damage is directly caused by a Meadowlark Horse Camp affiliate's gross negligence or wanton and willful misconduct).

WARNING Under the Michigan Equine Activity Liability Act [1994 P.A. 351], 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.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE WAIVER, AGREEMENT AND LIABILITY RELEASE SET FORTH IN THIS DOCUMENT CONSTITUTES A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 1994 P.A. 351. By Signing This Waiver, Agreement and Liability Release, I agree NOT to bring any claim or suit against discharge Emily M. Jenkins, Julianna Kay Schlemmer, Sadie Besl, Emily Simmons, Nicole Johnson, Meadowlark Horse Camp and it's volunteers, affiliates and counselors, Constantine Farms, Mary K. Constantine ("Kathy" Constantine), and their respective members, managers, employees, agents, contractors, representatives, heirs, and others acting on their behalf based on any exception in that law. In particular, I agree not to bring a claim or suit for: (1) faulty tack or equipment; (2) failure to make reasonable and prudent efforts to determine an equine activity participant's ability to safely manage an equine; (3) a dangerous latent condition on or off of the stable property; and/or (4) any act or omission that may constitute ordinary negligence by a Meadowlark Horse Camp affiliate or those indirectly affiliated with Meadowlark (except if loss, injury, or damage is directly caused by a Meadowlark affiliate's gross negligence or wanton and willful misconduct).

4. **INDEMNIFICATION.** I also agree to indemnify and hold harmless discharge Emily M. Jenkins, Julianna Kay Schlemmer, Sadie Besl, Emily Simmons, Nicole Johnson, Meadowlark Equestrian Center, Kasey Farms, Meadowlark Horse Camp, and it's volunteers, affiliates, instructors and counselors, and their respective members, managers, employees, agents, contractors, representatives, heirs, and others acting on their behalf against all damages which are sustained or suffered by any third person(s) ["third persons" are any and all persons who are not parties to this Agreement, including, but not limited to, my relatives, guests, other stable visitors or patrons, etc.], including any and all injuries or damages whatsoever that I may cause, directly or indirectly, while engaging in any or all of The Activities at any time and at any location. The indemnification shall include reimbursement of all reasonable attorney fees.

5. **ASTM/SEI Headgear and ASTM Protective Vest.** I agree to be fully responsible for my own safety at all times while on, near, or off the stable property. I have been advised that, for my own protection, I should purchase, or borrow, and wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear. I have also been advised that when I am engaged in schooling, or competing **in cross country activities** or advanced jumping, I should purchase and wear an equestrian protective vest that satisfies ASTM F1937-98, EN 13158:2000, and BETA 2000 Level 3 standards and a USEA arm band. I am NOT relying on anyone other than myself to provide a helmet, vest, or armband for me, to check any helmet, vest, or arm band that I may wear, or to monitor my compliance with this suggestion at any time- now or in the future. If I choose to wear, or not to wear, an ASTM-standard/SEI-certified helmet or an ASTM standard equestrian protective vest, this my decision alone. Riding Lessons and camp sessions will not be available to students under 18 who do not have the proper protective headgear.

6. **Emergencies:**
Person(s) to contact in case of Emergency:

Name: _____ Phone Number(s): _____ Relationship: _____

Name: _____ Phone Number(s): _____ Relationship: _____

Important Medical Conditions:

All Allergies:

PLEASE NOTE: Meadowlark Horse Camp is not a therapeutic riding facility, and therefore not PATH (Professional Association of Therapeutic Horsemanship) certified. Please contact us directly if you have a special needs camper so that we may assess our ability to accommodate their needs.

7. This Waiver, Agreement and Liability Release is governed by Michigan law and is intended to be as broad and inclusive as Michigan law permits. This document can only be modified in writing and signed by Emily M. Jenkins or Julianna Kay Schlemmer and myself. Should any clause in this document conflict with Michigan law, only the clause will be null and void and the remainder of this document shall stay in full force and effect at all times, now and in the future. Should I breach this document (or any part of it) I agree to pay the attorney's fees and court costs related to such breach that were incurred by Meadowlark Horse Camp (and/or persons directly affiliated with Meadowlark Horse Camp). It is also mutually agreed that any disputes arising under this document, or any activities that are undertaken pursuant to this document, shall be litigated in a State or Federal Court of proper jurisdiction.

8. ALSO, I REPRESENT THAT (please initial):

_____ I am at or over 18 years of age;

_____ I am of sound mind and not suffering from shock or under the influence of alcohol, drugs, or intoxicants;

_____ I have read this entire Waiver, Agreement and Liability Release and I fully understand it;

_____ I understand that my deposit is non-refundable and non-transferrable, and will be forfeit, should my child fail to attend camp for the registered dates.

_____ I intend for this Waiver, Agreement and Liability Release to be valid and binding today and at all times in the future; and

_____ The information I have provided in this Waiver, Agreement and Liability Release is true and accurate.

Meadowlark Horse Camp HAS _____ DOES NOT HAVE _____ (Please circle one) my permission to use appropriate photographs of my child for promotional purposes on the Meadowlark Horse Camp web site (www.Meadowlarkhorsecamp.com or facebook.com).

Signature of Contracting Party (Parent or Guardian): _____

Print Name: _____ Date: _____

Signature of Camp Coordinator: _____ Date: _____

PLEASE NOTE THAT IN ORDER TO COMPLETE REGISTRATION, THIS DOCUMENT MUST BE COMPLETED IN FULL, AND MUST ACCOMPANY YOUR \$250.00 DEPOSIT. ALL CHECKS MUST BE MADE OUT TO EMILY JENKINS AND DEPOSITS ARE NON-REFUNDABLE AND NON-TRANSFERRABLE. THE REMAINING BALANCE OF \$150 IS DUE WHEN YOUR CHILD IS BROUGHT TO CAMP ON THE FIRST DAY.

PLEASE MAIL OR EMAIL ALL REGISTRATION FORMS TO **NEW ADDRESS:**

Meadowlark Horse Camp Coordinator Emily Jenkins 2805 East Joy Road, Ann Arbor, MI 48105

Questions or Comments may be directed to: (734) 776-8103 or Meadowlarkhorsecamp@gmail.com

PAYMENTS MAY BE MADE VIA PAYPAL (visit www.MeadowlarkHorseCamp.com) OR BY CHECK.

ALL CASH PAYMENTS MUST BE MADE DIRECTLY TO EMILY JENKINS.

PLEASE DO NOT MAIL CASH!