

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 Copper Creek Farms, L.L.C., John G. Filios, Patricia R. Filios, Catherine M. Filios, Gary Graham, Sarah Erickson, 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 stable or those directly affiliated with stable (except if loss, injury, or damage is directly caused by stable's gross negligence or wanton and willful misconduct).

4. INDEMNIFICATION. I also agree to indemnify and hold harmless Copper Creek Farms, L.L.C., John G. Filios, Patricia R. Filios, Catherine M. Filios, Gary Graham, Sarah Erickson, 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 people 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 Stable's 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. Stable has advised me that, for my own protection, I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear. Stable has also advised me that when I am engaged in schooling or competing in cross country activities, 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 Stable to provide a helmet, vest, or arm band 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 an ASTM-standard/SEI-certified helmet, or an ASTM standard equestrian protective vest or if I choose not to, this is my decision alone.**

6. *Emergencies.* Person(s) to Contact in Case of Emergency: Name: _____
Phone Number(s): _____ Relationship: _____

7. *Independent Trainers, Instructors, and/or Clinicians.* I am aware that equine trainers, instructors, and/or clinicians may occasionally do business on or near the Stable Property (with Stable's advance approval), but I understand that they operate as wholly independent businesses and do not have an employment, partnership, joint venture, principal-agent or similar arrangement with Stable.

8. 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 me and John Filios (on behalf of Stable). Should any clause in this document conflict with Michigan law, only that 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 Stable (and/or persons directly affiliated with Stable). 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 located in or nearest to Ingham County, Michigan.

9. ALSO, I REPRESENT THAT (please check and initial):

- _____ G I AM AT OR OVER 18 YEARS OF AGE;
- _____ G I AM OF SOUND MIND AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;
- _____ G I HAVE READ THIS ENTIRE WAIVER, AGREEMENT AND LIABILITY RELEASE (BOTH PAGES), AND I FULLY UNDERSTAND IT;
- _____ G I INTEND FOR THIS WAIVER, AGREEMENT AND LIABILITY RELEASE TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE; AND
- _____ G THE INFORMATION I HAVE PROVIDED IN THIS WAIVER, AGREEMENT AND LIABILITY RELEASE IS TRUE AND ACCURATE.

SIGNATURE OF CONTRACTING PARTY: _____

PRINT NAME HERE: _____

DATE : _____

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/ Other Parent): _____

PRINT NAME HERE: _____ DATE : _____

SIGNATURE OF STABLE REPRESENTATIVE: _____

DATE : _____