

Midwest Dressage Association

HORSE RIDING AGREEMENT AND FULL RELEASE OF LIABILITY FORM

This form must be completed by and for each participant.

PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY, AT THIS FACILITY OR AT ANOTHER LOCATION, AND/OR ANY INSTRUCTOR CONNECTED WITH IT DOES NOT GUARANTEE YOUR SAFETY OR THAT OF ANY HORSE.

In consideration for participating in horse-related activities or instruction connected with Midwest Dressage Association (hereinafter collectively referred to as MDA), the undersigned hereby agrees as follows:

1. Registration of RIDER and Purpose of Agreement. I, the following listed individual hereinafter known as the “RIDER” and the parents or legal guardian thereof of a minor, do hereby voluntarily request and agree to participate in horse riding, horse instruction, attend or participate in horse shows, clinics, demonstrations, schooling shows, on or off MDA’S property or any other related equine activity and/or about MDA and that RIDER will ride, his or her own horse, or one borrowed or leased by RIDER’S own arrangement, today and on all future dates:

RIDER, (print name) _____ Age _____

1. Inherent Risk of Activity. I understand that horseback riding is a rugged recreational activity and that there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. As such, related injuries can be severe or even deadly. Further, this inherent and/or dangerous risk is not totally mitigated by either (1) the presence of an instructor or trainer or (2) by the use of a horse that has been used for or is considered usable for the instruction of beginners. Horse accidents are common and, in fact, are virtually guaranteed to occur given enough time around horses. Horse accidents are even more common with beginners although expert riders are still subject to considerable (sometimes fatal) danger from participation in this activity. The RIDER understands these risks and dangers are inherent in equine related activities and the RIDER agrees to assume them, including any other risk, harm, or danger not listed above. The RIDER acknowledges that he or she is not relying on MDA to list all possible equine related risks in this document or at any time, now or in the future.

2. Rider Responsibility. I understand that notwithstanding the presence or participation of an instructor or trainer, upon mounting a horse and taking up the reins, the RIDER is in the primary control of the horse. The RIDER’S safety largely depends upon his or her ability to carry out simple instructions, and his or her ability to remain balanced aboard the moving animal (which is not easy for beginners). The RIDER shall be responsible for his or her own safety.

3. Conditions of Nature. MDA is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or otherwise react in some unsafe way. Some examples are: thunder, lightning, rain, wind, wild and domestic animals, insects, or reptiles which may walk, run, fly near, bite and/or sting a horse or person. Further, MDA is not responsible for irregular or obstructed footing on groomed or wild land (including indoor or outdoor arenas, pens, or pastures) which is subject to constant change in condition according to use, weather, temperature, maintenance (or lack thereof) and natural and man-made changes in landscape. Further still, MDA is not responsible for activities engaged in by others such as, but not limited to, hunters (shooting guns, for example), or vehicle drivers or occupants (honking horns, yelling, or throwing objects to scare a horse, for example).

4. Inspection of Premises. I understand that RIDER has had either the opportunity to inspect or has actually inspected the facilities and is satisfied that the premises are reasonably safe for RIDER’S intended purpose, usage and presence.

5. PROTECTIVE HEADGEAR WARNING. The RIDER agrees to be fully responsible for his or her own safety at all times. An ASTM-SEI certified equestrian helmet is required to be worn while mounted.

8. Waiver/Liability Release. I agree that in consideration of MDA allowing my participation in this activity under the terms set forth herein, I, the RIDER for myself and on behalf of my child and/or legal ward or other parent, guardian, personal representatives or assigns, do agree to fully and forever release, waive and discharge all claims, demands, damages, legal actions, causes of action or rights of action (present or future) against MDA, its members, managers, employees, subcontractors, heirs, representatives, employees, agents, assigns and others acting on their behalf, and individually (hereinafter referred to as “The Released Parties”) whether known, unknown, anticipated or unanticipated, and whether caused by their ordinary negligence or other legal liability, resulting from or arising out of my/our engaging in the aforementioned activities at any time or location. The Released Parties shall not be liable for any damages that I (and/or my minor children or legal wards, if any) may sustained as a result of engaging in any of the HORSEBACK RIDING,

other equine activities, or any other event resulting in damage or injury at any time or location. The term “damages” means, for example, medical expenses, any and all claims or losses because of bodily injuries, mental/emotional injuries, or property damages, death, and/or personal property damages. This Waiver/Liability Release is intended to apply and to be binding whether or not I/we are riding equines, handling equines, or near equines, or any other event resulting in damage or injury at any time or location. In accordance with Michigan law, however, we are not releasing The Released Parties from loss, injury, or damages that is directly caused by MDA gross negligence or willful and wanton misconduct.

*****WARNING*****

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

It is mutually understand and agreed that the Waiver and Liability Release in this document is a waiver of liability beyond the provisions of the Michigan Equine Activity Liability Act, 1994 P.A.351. By signing this Waiver and Liability Release, I agree not to bring any claim or suit against The Released Parties under any exception in that law. In addition to the foregoing terms in this Waiver and Liability Release, I agree not to bring a claim or suit for:

- (a) Faulty tack or equipment.
- (b) Failure to make reasonable and prudent efforts to determine an equine activity participant’s ability to safely manage an equine.
- (c) A dangerous latent condition on any part of the land
- (d) Any act or omission that may constitute ordinary negligence by MDA or by those affiliated with MDA in any way,

9. Indemnification. To the fullest extent permitted by law, I also agree to indemnify and hold harmless The Released Parties against all claims, demands, or lawsuits that are brought against The Released Parties by any third person(s) [“third persons” are people who are not parties to this Agreement, including, but not limited to, other persons on or near the property where The Activities take place, my relatives, guests etc.] or brought against any of The Released Parties by my minor child/ren and which are in any way connected with my/our participation in any of The Released Parties at any time and at any location, including claims that allege acts or omissions of The Released Parties that are negligent or in violation of an Equity Activity Liability Act. This indemnification shall also include reimbursement of MDA’S reasonable attorney fees.

All RIDERS and parents or legal guardians must sign below after reading this entire document:

Rider (riders must sign for themselves if 18 or over)	Date
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Parent/Guardian and/or spouse #1	For Rider (print name)	Date
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Parent/Guardian and/or spouse #1	For Rider (print name)	Date
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Emergencies: Person(s) to contact in case of emergency:

Name: _____ Phone Number: _____

Name: _____ Phone Number: _____