



# AGREEMENT AND LIABILITY RELEASE

Date: \_\_\_\_\_

Rider's Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_ (for Layton RVF use only)

Horse Riding Experience: \_\_\_ Under 10 hours \_\_\_ Over 10 hours \_\_\_ Over 50 hours (Please check one)

Under the Michigan Equine Activities 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 the inherent risk of the equine activity.

### PLEASE READ CAREFULLY BEFORE SIGNING

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to and enter into This agreement with Layton's Rolling View Farms (herein after known as R.V.F.), as a condition for its allowing me, or my child/legal ward as listed above, to enter the property of Layton's R.V.F., as a spectator, to ride horses, or participate in other activities on or about the property of Layton's R.V.F. All Parts of this agreement shall apply to me, and my child/legal ward listed above. (THIS AGREEMENT IS BINDING TODAY AND ON ALL FUTURE DATES.)
2. I acknowledge that horseback riding is, by its very nature, a risk activity. Horses can behave unpredictably without warning and can cause injury, harm or even death to persons around them. For example, when frightened or stressed, a horses natural instincts are to jump forward or sideways, or run away from danger by trotting or galloping. Horses are known to kick, buck, rear up, or bite. I understand horses do these things without warning and if I am around a horse in this condition, I could become injured as a result. I UNDERSTAND THESE RISKS AND DANGERS AND VOLUNTARILY AGREE TO ASSUME THEM.
3. It is mutually understood that this liability release shall constitute a waiver of liability beyond the provisions of the Michigan Equine Activities Act 1994 P.A.351. I assume full responsibility for any and all bodily injuries of damages which I may sustain when riding horses and ponies on or near Layton's R.V.F. The term "damages" could include medical expenses, expenses incurred because of bodily injury or property damages, and/or personal property damages. I, for my heirs, administrators, representatives or assigns, and others acting on my behalf, release and discharge Layton's Rolling View Farms and their respective managers, officers, employees, agents, representatives, assigns, and others acting on their behalf from any and all claims, demands, actions, and omissions.
1. **INDEMNIFICATION:** I also hereby agree to indemnify and hold harmless Layton's R.V.F., and their respective managers, officers, employees, agents, representatives, assigns, and others acting on their behalf, against all damages sustained or suffered by any third party person(s)[people who are not parties to this 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 Layton's R.V.F. This indemnification shall also include attorney fees and costs.
2. **MEDICAL INSURANCE:** I represent that I am now and will be at all times covered by medical insurance or I have enough capital to cover any bodily injury or property damage that I may incur.
3. Michigan Law shall govern this agreement. Should any clause conflict with State Law, only that clause will be null and void but the remainder of this agreement shall remain in effect.
4. **I HAVE READ THIS ENTIRE AGREEMENT AND LIABILITY RELEASE AND ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT I GIVE UP THE RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST LAYTON'S ROLLING VIEW FARMS, AND THEIR RESPECTIVE MANAGERS, OFFICERS, EMPLOYEES, AGENTS, AND OTHERS ACTING ON THEIR BEHALF, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSE BODILY INJURY, DEATH, OR PROPERTY DAMAGE.**
5. **I am at least 18 years old, of sound mind, and not suffering from shock, or under the influence of alcohol or drugs or intoxicants. I have read and understand this release of liability. I hereby sign this release freely, knowingly and without coercion by anyone.**

I have been fully advised and warned by Layton's Rolling View Farms that I, or my ward, should wear a properly fitted and secured ASTM/SEI-certified equestrian riding helmet while riding on or near horses at Layton's Rolling View Farms in order to reduce the severity of head injuries as a result of a fall or other occurrences. \_\_\_\_\_ **Yes, I will wear a helmet** \_\_\_\_\_ **No, I do not wish to wear a helmet**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Client, or if a minor, his/her parent or guardian

\_\_\_\_\_  
Printed name of Client, or if a minor, his/her parent or guardian



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Date: \_\_\_\_\_

Riders Name: \_\_\_\_\_

In case of emergency contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_  
(secondary number)

Medical Insurance Carrier: \_\_\_\_\_

Known Allergies/Medical Problems: \_\_\_\_\_  
\_\_\_\_\_

We, the undersigned, and parents of \_\_\_\_\_, hereby authorize **Layton's R.V.F. and his or her legal representatives and assigns**, to give medical care as they see fit. This authorization shall remain in effect for 1 year from date signed.

**Photo Release:**

I consent to and authorize the use and reproduction by Layton's Rolling View Farms of any and all photographs, videotape, audio tape, and any other audio visual materials taken of me, or as applicable, my son, daughter or ward to promote or benefit Layton's Rolling View Farms or recreational horseback riding, forever waiving any compensation for such use.

\_\_\_\_\_ Yes    \_\_\_\_\_ No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Rider, or parent/guardian if rider is a minor)

Layton's R.V.F. section only:

Horse Ridden: \_\_\_\_\_

Notes about rider:



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