

Rainbow Ranch, Inc.
Agreement, Waiver of Liability, Release and Indemnification Agreement

I hereby sign this Agreement for myself, my spouse/significant other, my child(ren), and any child(ren) in my temporary care or custody to participate in all activities offered by Rainbow Ranch, Inc. (hereinafter referred to as "RR"). Any reference to "I", "my", "our", "we" and "us" shall include my spouse/significant other, my child(ren), and any child(ren) in my temporary care and custody.

I hereby agree, understand and acknowledge the following:

1. The use of the facilities and/or participation in the activities, including, but not limited to equine activities, including riding horses, horse riding lessons, riding in horse-drawn and tractor drawn vehicles, hay rides, cart rides, carriage rides, wagon rides and sleigh rides, will expose us to above-normal risks (collectively hereinafter referred to as the "Activity"), and are each hazardous and involve a great risk of physical injury or death. The hazards include, but are not limited to, loss of control, instructions from riding staff, falls, collisions with man-made and natural objects and with other participants, varying weather, snow, ice and terrain conditions, stationary or falling trees (including branches and/or twigs), actions of wildlife, and/or unpredictable actions of the horses, including other riders' horses. Provided further, each person who participates in the Activity accepts the dangers of the Activity. Those dangers include (in addition to the above-referenced hazards), but are not limited to injuries which can result from variations in terrain, surface or subsurface snow or ice conditions, bare spots, rocks, trees and other forms of natural growth or debris, collisions with signs, fences, with other persons or with properly marked or plainly visible equipment.
2. Medical or emergency transportation may not be readily available. I represent that we have no health or physical problems that will interfere with, or cause risk to any of us or others from our use of the facilities or participation in the Activity.
3. In consideration of being able to engage in the Activity:
 - a. I assume and accept for us all risks and any injuries and the hazards involved in the Activity;
 - b. I agree that I am responsible for our safety;
 - c. I agree that I am solely responsible for injuries incurred by us;
 - d. I agree that I am the final judge of the abilities of us;
 - e. I agree that we shall follow all the rules and polices established for the Activity.
4. I release, waive and agree not to sue RR or any person or entity connected with RR or the premises upon which the Activity takes place, or their agents, employees or anyone connected with any of them ("Protected Persons") from any claim for damages caused, or partially caused, by a negligent act or omission of any of the Protected Persons or any other participant in the Activity. I understand that I am giving up the right to sue for negligence.
5. I agree to hold harmless and indemnify the Protected Persons from all damages and costs claimed by anyone else caused, or partially caused, by my conduct. This includes all damages and costs claimed by myself, my spouse/significant other, my child(ren), and any child(ren) in my temporary care or custody. I understand that "to indemnify" means that I accept the sole responsibility for any and all damages and costs claimed by any other person against RR.
6. If I am renting equipment in connection with the Activity, I accept the equipment "as is" and accept full responsibility for the care of the equipment while it is in my possession. I understand and agree that I am responsible for the full replacement value of any equipment not returned, and I agree to pay for all damages to the equipment which exceeds normal wear and tear.
7. If I am signing this Agreement on behalf of a minor child(ren):

- a. I represent and warrant that I am the parent, legal guardian, or person with the temporary care or custody of any child(ren) that will be participating in any such Activity, and that such child(ren) is/are in good health, and there are not special problems associated with the child(ren)'s care;
 - b. I accept sole responsibility for all of the child(ren)'s care and treatment expenses incurred because of the Activity;
 - c. I agree to indemnify the Protected Persons for any and all claims brought by the child(ren) or by a third party arising out of the child(ren)'s participation in the Activity, so that I am solely responsible for injuries incurred by the child(ren) except on account of gross negligence or willful and wanton misconduct;
 - d. I understand that children under the age of 12 must be accompanied by an adult.
8. I acknowledge that a safety helmet is highly recommended because it may prevent or reduce the severity of some head injuries, and may even prevent death.
9. If RR retains an attorney, or undertakes any action to collect any amounts due, or if RR initiates or is made a party to any legal action relating to my participation in any Activity or arising under this Agreement, I will be liable for RR's reasonable costs and attorney's fees, if RR prevails in such action.
10. Any claims arising from the Activity shall be governed by Michigan law, and any action brought under this Agreement shall be commenced in a court of competent jurisdiction in Oceana County, Michigan.

WARNING: 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.

I HAVE CAREFULLY READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM AT LEAST 18 YEARS OF AGE. I UNDERSTAND THAT THE ACTIVITY IS PROVIDED ONLY BY RR. I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Date: _____

Printed Name(s) of Adult Participant(s):

Signature of Adult Participant(s):

Printed Name of Participating Child

Printed Name of Guardian

Guardian Signature
