



Cheff Therapeutic Riding Center / Cheff Therapy Services

8450 North 43rd Street, Augusta MI 49012
Tel: 269.731.4471 Fax: 269.731.2990

Liability Release Form

I agree to the following agreement with the CHEFF THERAPEUTIC RIDING CENTER, a Michigan nonprofit corporation (hereafter referred to as "Center") as a condition for allowing me, and the persons identified below, to enter the Center's premises and surrounding land, be near horses, participate in equine-assisted activities, work near horses, handle horses, use equipment, work with staff and volunteers, and/or receive instruction or guidance in riding, grooming, or handling of horses (these activities will hereafter be referred to in this document as "The Activities").

PARTICIPANT IF 18 OR PARENT/GUARDIAN _____

SPOUSE OR OTHER PARENT _____

HOME ADDRESS _____
Street City ST ZIP

PHONE (Home) _____ (Business) _____ (Cell/Other) _____

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

1. _____ Age _____ 2. _____ Age _____
Child's DOB: _____ Child's DOB: _____

All parts of this agreement shall apply to me and shall also apply to the children/legal wards listed above. This Release is intended to be valid and binding at **all times - now and in the future** - when Center permits me (directly or indirectly) to engage in any or all of The Activities.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to engage in any or all of The Activities, now and/or in the future
2. **Risks.** I understand that anyone engaging in The Activities can suffer bodily and other injuries. Participation in The Activities involved certain inherent risks and, regardless of the care that is taken, it is impossible to ensure the safety of the participant. I understand the risks/dangers inherent in The Activities, and I agree to assume them. I am not relying on the Center to list all possible risks for me.
3. **Waiver and Liability Release.** As consideration for Center allowing me to engage in The Activities at any time and at any location, I agree to assume full responsibility for any and all bodily injuries, losses, or damages that I may sustain. I, for my heirs, administrators, personal representatives, or assigns, release and discharge the CHEFF THERAPEUTIC RIDING CENTER, Cheff Therapy Services, and their employees, assistants, directors, volunteers, land owners, and owners of horses from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present or future).

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 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 RELEASE, I AGREE NOT TO BRING ANY CLAIM OR SUIT AGAINST CENTER OR PERSONS OR ENTITIES WORKING ON BEHALF OF OR AFFILIATED WITH CENTER ON THE BASIS OF ANY EXCEPTION IN THAT LAW.

4. **Indemnification.** I also agree to indemnify and hold harmless the CHEFF THERAPEUTIC RIDING CENTER, Cheff Therapy Services, and persons or entities working on behalf of or affiliated with the Center against all damages which are sustained or suffered by any third persons. The indemnification shall include reimbursement of Center's attorney fees.
5. **ASTM/SEI Headgear.** CHEFF THERAPEUTIC RIDING CENTER will provide me with an equestrian safety helmet that is ASTM-standard and SEI-certified for use when riding, handling, or near horses. I understand that neither CHEFF THERAPEUTIC RIDING CENTER or its assistants or agents can guarantee the suitability of any helmet provided.
6. **Health and Disabilities.** I understand that Center always recommends that I seek the advice of a physician, and many of The Activities pose special physical risks to the participant and even to the volunteer. I want Center to be aware of the following physical conditions I have that may affect my ability to handle, ride, and/or be near an equine:
7. Should I breach this Release (or any part of it) I agree to pay the attorney's fees and court costs related to such breach incurred by Center and/or persons directly affiliated with Center. It is also mutually agreed that any disputes arising under this Release, or any activities that are undertaken pursuant to this document, shall be litigated in a court of proper jurisdiction located in or nearest to Kalamazoo County, Michigan.

SIGNATURE OF CONTRACTING PARTY _____ DATE _____
SIGNATURE OF OTHER CONTRACTING PARTY _____ DATE _____