



# True Vine Equestrian Center

## Waiver of Liability

*Please read carefully,*

I am either the participant or the parent or legal guardian of \_\_\_\_\_ (minor child's participant's name) engaged in an equine activity, whether or not a fee is paid to participate.

I understand that horseback riding will expose me/my child to above normal risks. I further understand that horses are unpredictable animals and that horseback riding can be a dangerous activity. I understand that there are a variety of risks inherent in horseback riding, including risk of temporary and permanent physical harm, injury and death. I further understand that I am responsible for my own/child's safety.

Therefore, in consideration of being allowed to participate in horseback riding, and being fully aware of the risks involved, I hereby release, wave, discharge, and covenant not to sue True Vine Equestrian Center, hereinafter referred to as "Releases", their instructors, volunteers, property owners, and equine owners, from any and all liability, claims, demands, actions, and causes of action whatsoever arises out of or related to any loss, damage or injury, including death, that may be sustained by me, my child or to any property belonging to me, whether caused by defective tack or equipment, the negligence of the Releases or otherwise while participating in horseback riding or while in, on or upon the premises where the activity is being conducted except if the caused by Releases' gross negligence or willful or wanton misconduct, a horses' propensity to behave in ways that may result in injury, harm, or death to a person on or around it, the unpredictability of a horse's reaction to things such as sounds, sudden movement, and people, other animals, or unfamiliar objects: a hazard such as a surface or subsurface condition; colliding with another horse or another object. I further hereby agree to indemnify and hold harmless the Releases from loss, liability, damage or cost, including court costs and attorneys fees, that may be incurred due to my participation in said activity whether caused by negligence of Releases or otherwise. It is my express intent that this Waiver of Liability shall bind the members of my family and spouse if I am alive, and my heirs, assigns and personal representatives if I am deceased, and shall be deemed as a complete release from liability and negligence. I further agree that this Waiver of Liability shall be construed in accordance with the laws of the state of Michigan.

In signing this Waiver of Liability, I acknowledge and represent that I have read the foregoing Waiver of Liability, I understand it, and sign it voluntarily as my own free act and deed, no oral representations statements or inducements apart from the foregoing written agreement have been made; I am at least 18 years of age and in the capacity of parent or other legal guardian for the person identified below, and I executive this Waiver of Liability with full, adequate and complete consideration, fully intending to be bound by same.

**I HAVE READ THIS AGREEMENT BEFORE SIGNING IT;  
I UNDERSTAND AND AGREE TO ALL OF ITS TERMS.**

Date: \_\_\_\_\_  
Signature of Participant

Dated: \_\_\_\_\_  
Signature of Parent/Guardian

Participant's Home Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
zip code \_\_\_\_\_

Phone Number: \_\_\_\_\_  
In case of emergency, notify: \_\_\_\_\_

Emergency contact phone Number: \_\_\_\_\_

**All riders must wear shoes with heels (no open toes), long pants and a safety approved Helmet (helmet provided by TVEC) – NO EXCEPTIONS!**

True Vine Equestrian, 72861 28<sup>th</sup> St, Lawton MI 49065  
A Michigan 501( c ) (3) non-profit corporation

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**OVER**