McManus Training, LLC
4107 E Rudolph Rd. Cedar MI 49621

RELEASE OF LIABILITY

This agreement is made and entered into on (date)_____ by and between (adult) _____ (hereinafter called "Rider") and McManus Training, LLC of 4107 E Rudolph Rd Cedar, MI 49621 (hereinafter called "Farm").

It is understood that Rider acts as agent for all family members, minors or otherwise, friends, or guests when signing this agreement.

In return for the use, today and on all future days, of the property, services, and facilities of the Farm, the Rider, his/her dependents, heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Rider to carry full and complete insurance coverage for his/her horse, personal property, and himself/herself.
2. Rider agrees to assume any and all risks involved in or arising from Rider's use of or presence upon Farm's property and facilities including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses, or stationary objects, fire, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
3. Rider agrees to hold Farm and all of its successors, assigns, franchises, affiliates, officers, directors, employees, and agents completely harmless and not liable and release them from all liability and responsibility whatsoever and agrees not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs, or expenses arising out of Rider's use of or presence upon Farm's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful, and wanton negligence of the Farm.
4. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material, or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
5. Rider agrees to indemnify and defend Farm against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs and expenses, including attorney's fees, which in any way arise from Rider's use of or presence upon the Farm's property and facilities.
6. Rider agrees to abide by all of Farm's rules and regulations whether written, oral, or otherwise.
7. If Rider is using his/her own horse, the horse shall be free from infection, contagious or transmittable disease. Farm reserves the right to refuse the use of a horse if not in proper health or is deemed dangerous or undesirable.
8. This agreement is non-assignable and non-transferable and is made and entered into in *Leelanau County, MI* and shall be enforced under the laws of this state. Should any clause be in conflict with state law, and then the clause is null and void. When the Farm and Rider sign this agreement, it will be binding on all parties subject to the above terms and conditions.

_____ _____

Rider (or Parent/Guardian) Signature Authorized signature of McManus Training, LLC