

**EVENT-RELATED WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT**

I agree to this WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT (hereafter, "Agreement") with Revel Run LLC, Cobblestone Farms, LLC, JD DARA LLC, 555 Dancer LLC, all Michigan limited liability company corporations (hereafter, "Revel Run/Cobblestone") as a condition for its allowing me and persons identified below to do any or all of the following activities at any location, now and in the future: participate in horse shows, demonstrations, clinics, events, boarding, schooling, training, mock fox hunting, gatherings (mounted or un-mounted), and/or activities of any kind on or near the property of Revel Run/Cobblestone (These activities will hereafter be referred to as "The Activities.")

In consideration for Revel Run/Cobblestone allowing me (and/or my minor children) to participate in any or all of The Activities at any time and at any location, now and in the future, I agree as follows:

1. **Risks.** I acknowledge and understand that there are numerous inherent risks of engaging in The Activities, whether preparing for, entering, attending, participating in, or leaving them. I understand that participating in equine-related activities carries a risk of bodily and other injuries since equines (horses or ponies) are unpredictable by nature and potentially dangerous. For example, when frightened, angry, or under stress, an equine's natural instincts are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. I understand that any equine can do any of these – and other – things without warning and that any equine has the potential to cause bodily injury or even death to me, my own equine(s), and/or others around me.

Further, I understand that riding, handling, working with, or even being near an equine can expose me to numerous hazards, which could include, for example: the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on, near, or off of the land; and/or collisions with other equines, animals, or objects. **I understand these risks and dangers, and I agree to assume them. I also understand that these are some of the risks, and I agree to assume others that are not mentioned in this Agreement, including uneven ground where a horse might become unstable and fall, I am not relying on Cobblestone to list all risks in this document or at any time, now or in the future.**

2. **Waiver and Release of Liability.** With full knowledge and appreciation of the inherent and other risks, and in consideration for my being allowed to participate in The Activities, now and in the future and at any location, I [for myself and for my minor child/ren and/or legal ward(s), and for my heirs, administrators, personal representatives, and/or assigns] release, discharge, and agree not to sue Cobblestone Farms LLC, Revel Run LLC, JD DARA LLC, 555 Dancer LLC, James G. Daratony, Darlyn J. Daratony, James Simms, Alva Simms, and their respective officers, directors, members, managers, property owners, employees, agents, heirs, sponsors, volunteers, and others acting on their behalf (hereafter collectively, "The Released Parties") from all liability, loss, claims, or actions for injury, death, expenses, injury to my horse(s), or damage to person or property resulting from the inherent risks of The Activities, or resulting from any action or inaction by The Released Parties or people working on behalf of any of them. In addition, I freely and voluntarily assume the risks involved in any aspect of The Activities, including preparing for, attending, entering, participating in, and/or leaving. This Agreement shall be effective even if my injury, death, loss, or damage is caused or contributed to by ordinary negligence of The Released Parties, or any of them, or by a violation of Michigan's Equine Activity Liability Act, or violation of any law. (In accordance with Michigan law, I am not releasing The Released Parties if injury or loss is directly caused by gross negligence or willful misconduct).

WARNING - Under the Michigan Equine Activity Liability Act, 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 THAT THIS AGREEMENT SHALL CONSTITUTE A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICH. EQUINE ACTIVITY LIABILITY ACT, 1994 P.A. 351.

3. *Indemnification.* I agree to indemnify and hold harmless The Released Parties from any liability, claim, loss, action or expenses asserted against or incurred by either or all of them for damages that I and/or my minor child/ren may cause that arise from any actions or inactions of me, my children/legal wards, and/or equine(s) that are under my care, custody, or control. The term "expenses" includes, but is not limited to, attorney fees, court costs, and other expenses incurred in defense of a matter that may be covered by this provision.

4. *Compliance with Rules.* I understand and agree that rules and/or regulations may, from time to time, be established for its shows, events, clinics, and activities that take place on or near the property of Cobblestone Farms, and I agree to follow these rules or regulations.

5. *ASTM/SEI Headgear.* I understand that for my own protection, I (and my minor children, if any) should wear properly fitted and secured ASTM-standard/SEI-certified equestrian protective headgear when riding, handling, or near equines. I am **NOT** relying on Cobblestone to provide certified equestrian headgear, to check helmets or straps, or to monitor my compliance with this suggestion at any time.

6. *Emergencies.* Person(s) to Contact in Case of Emergency: _____

Phone Number(s): _____ Relationship: _____

7. *Binding Effect Now and in the Future.* This Agreement is intended to be valid and binding at all times, now and in the future, when I (and/or my minor child/ren and/or legal ward(s), listed below) engage in any of The Activities at any time — *now and in the future* — and at any location.

8. *Miscellaneous.* This Agreement is governed by Michigan law and is intended to be as broad as Michigan law permits. This document can only be modified in writing and signed by me and the President of Cobblestone Farms, Inc. Should any clause in this document conflict with Michigan law, only that clause will be void and the rest of this document shall stay in full force and effect. Should I breach this Agreement (or any part of it), I agree to pay the attorney's fees and court costs related to such breach incurred by The Released Parties and/or by persons directly affiliated with The Released Parties.

I HAVE READ THIS ENTIRE EVENT-RELATED WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT (BOTH PAGES), AND I FULLY UNDERSTAND IT. I INTEND FOR THIS DOCUMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE

Signature Date of Signature

Print Name

Address _____

Telephone: _____

I Also Sign This Agreement as Parent or Legal Guardian of the Following Children Under Age 18:

Print Full Names: _____ Date of Birth of Each Child or Legal Ward _____

