



## **EQUINE ACTIVITY AGREEMENT AND HELMET RELEASE** **WAIVER**

In consideration of Never Ending Farm, owned and operated by Scott Nevers, permitting me to engage as an active participant in equine related activities, and understanding, acknowledging, and agreeing that engaging in equine related activities could be hazardous and may result in injury,

**I agree to assume ALL risks of injury arising out of participation in the equine related activities, either on or off the premises of Never Ending Farm.**

I release and agree not to sue Never Ending farm, its agents, employees, servants, or anyone connected with its association, from ANY and ALL liability, for any claim for injury, damages, cost, or causes of action which I have or may have in the future as a result of injuries or damages sustained by me or incurred by me while participating in such equine activity, either on or off the premises of Never Ending Farm.

I agree not to invite or permit any other person(s) to enter the premises or to engage in any equine activity as my guest. Any such participant shall be deemed a trespasser, not an invitee, unless such person(s) execute(s) an "Equine Activity Agreement and Release" with Never Ending Farm.

I further agree to indemnify Never Ending Farm, its agents, employees, servant, or anyone connected with its association, for any costs, expenses, damages, or legal fees which may be incurred as a result of any breach or violation of this "Agreement and Release", if such breach results in injury or death to any person(s) or animal(s) engaging in such equine activity, without

regard to whether such injury or death is alleged to have resulted from any alleged acts of negligence of Never Ending Farm, its agents, employees, servants, or anyone connected with its association.

It is statistically clear that there are certain inherent dangers associated with horseback riding. One of those dangers is the risk of suffering serious head injury should the rider fall or be thrown from his/her horse. It is, therefore, the policy of Never Ending Farm and its assigns, that safety riding helmets will be worn at all times when riders are mounted on a horse.

I being fully aware of that policy and the reason for it, choose of my own free will, NOT to wear a safety riding helmet. In taking this action, I hold Never Ending farm, its assigns, Instructors, staff, and their insurer free of any and all liabilities for injuries that I may receive as a result of my actions and failure to wear a safety riding helmet.

**WARNING**

Under the Michigan Equine Liability Act, an equine professional is not liable for injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity (PA 351 of 1994)

**\*\*\*Waivers cannot be granted to persons under the age of 18 without the consent of a parent or legal guardian**

**I have read and understand the above terms of this Agreement and Release, and I agree to such terms.**

Participant: \_\_\_\_\_

Parent/Guardian if under 18: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_