



handles or comes near a horse from the ground. The term "I" shall herein refer to the riding school student or parent of the registered student.

- C. **DISPOSITION OF WILDWIND'S HORSES AND CONDITIONS OF NATURE:** I understand that Wildwind is NOT responsible for, occurrences, or elements of nature or man that can scare a horse or cause the horse to react in some other unsafe way. SOME EXAMPLES ARE: car horns, loud unexpected noises, gun shots, trucks, music, loud screaming people, thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near or bite or sting a horse or person; and irregular footing on out-of-doors land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.
- D. **PROTECTIVE HEADGEAR & RULES / REGULATIONS, PROMOTIONAL MATERIALS:** I agree to wear protective headgear while riding a horse on the property or while riding a horse owned by Wildwind on or off the property. The student or parents if student is too young agree to read all Wildwind Rules and Regulations and make sure that the student and any guests they bring to the property adhere to those rules. I also agree to follow all other rules given by the owners, managers, instructors, or staff while at the facility. Students, parents, or legal guardians agree to let Wildwind use photographs or film of student activities on or off the property for the promotional use of Wildwind Equestrian Center.
- E. **INDEMNIFICATION:** I agree to indemnify and hold harmless each of the released parties from and against any and all claim for injury or death resulting from the participation in the activities conducted on the premises, by or prosecuted for the benefit of myself or my family, estate, heirs, representatives or assigns. This indemnification shall include third parties (my relatives or guests) who are on or near the premises with me. This indemnification shall include all costs and expenses incurred by any and all released parties in defending against said claims, including attorneys' fees.
- F. **RELEASE:** I agree that in consideration of Wildwind allowing myself or my child's participation in these riding activities, under the terms set forth herein, I, the rider or the parent, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge Wildwind, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises, affiliated organizations, and insurers, and others acting on its behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Wildwind's and/or ITS ASSOCIATES ordinary negligence; and I, the rider or the parent, do further agree that except in the event of Wildwind's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Wildwind and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of Wildwind, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Wildwind, or participating in any of the school activities, whether on or off the premises of Wildwind.

- G. **CLASS CANCELLATION POLICY.** I also understand and will abide by the cancellation policies, which are as follows: you must call in to cancel class 4 hours before the start of class. In doing so, you may do a makeup class, only during the time your lesson card is active. You must call the barn to reset your appointment. If you reset an appointment and do not show up you do not get a second make up class. Make up classes are subject to availability and are not guaranteed. There is no makeup class for private lessons, Tiny Tot Lessons, senior citizens classes, or therapeutic classes. Camps and specialty classes are only refunded with a doctor's note stating why the person cannot ride.
- H. **No dogs** are to be brought on the property; this includes leaving them in the car.

RIDERS OVER 18 OR Parent or legal guardian must sign below after reading this entire document:

**SIGNER STATEMENT OF AWARENESS**

**I, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENTS, WARNINGS, RELEASE AND ASSUMPTION OF RISK. 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 THE INHERENT RISK OF THE EQUINE ACTIVITY.**

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**Signature (if under 18 Parent MUST Sign)**

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**Date**