

EQUINE ACTIVITY PARTICIPATION AGREEMENT, EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION, HOLD HARMLESS, AND MEDIA CONSENT

This Agreement is entered into by and between Jordan Valley Trail Riding LLC (“Company”) and the undersigned participant (“Patron”). This Agreement is intended to be legally binding and enforceable to the fullest extent permitted under Michigan law.

1. STATUTORY WARNING (MCL 691.1661 – Michigan Equine Activity Liability Act)

WARNING: Under the Michigan Equine Activity Liability Act, MCL 691.1661 et seq., 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.

2. EXPRESS ASSUMPTION OF ALL RISKS

Patron acknowledges that equine activities involve inherent, obvious, and unavoidable risks including, but not limited to: unpredictable equine behavior; bucking; kicking; biting; bolting; spooking; falls; collisions; uneven terrain; water crossings; wildlife; weather; equipment failure; negligence of other participants; and the ordinary negligence of the Company. Patron voluntarily and expressly assumes ALL risks, known and unknown, foreseeable and unforeseeable.

3. REPRESENTATION OF PHYSICAL FITNESS

Patron represents that they are physically capable of riding for one to two hours, have disclosed all relevant medical conditions, are not under the influence of drugs or alcohol, and meet the Company’s maximum rider weight of _____ pounds. The Company may deny participation for safety concerns without refund if disclosure was inaccurate.

4. HELMET POLICY

Riders under 18 must wear a helmet. Riders 18 and older may decline but acknowledge that doing so materially increases risk of catastrophic head injury or death.

5. COMPREHENSIVE RELEASE AND WAIVER

To the fullest extent permitted by law, Patron releases, waives, and forever discharges Jordan Valley Trail Riding LLC, its owners, members, managers, employees, guides, contractors, agents, volunteers, landowners, and affiliates from any and all claims, demands, actions, or causes of action arising out of participation, **INCLUDING CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF THE COMPANY**. This release applies to bodily injury, illness, aggravation of pre-existing conditions, disability, death, property damage, and economic loss.

6. INDEMNIFICATION AND DEFENSE

Patron agrees to indemnify, defend, and hold harmless the Company from any and all claims, liabilities, damages, attorney fees, and costs arising out of Patron’s participation or conduct. If signed on behalf of a minor, the parent/guardian agrees to indemnify and defend the Company against any claim brought by or on behalf of the minor.

7. RIGHT TO REFUSE OR TERMINATE

The Company reserves the absolute right to refuse service or terminate participation at any time for safety, behavioral, medical, or compatibility concerns. Refunds are at the sole discretion of the Company.

8. MEDICAL AUTHORIZATION

Patron authorizes emergency medical treatment if deemed necessary and accepts full financial responsibility for all medical expenses incurred.

9. PERSONAL PROPERTY

The Company is not responsible for lost, stolen, or damaged personal property.

10. MEDIA RELEASE

Patron grants permission for use of photographs or video recordings for promotional purposes without compensation unless written revocation is provided prior to the ride.

11. GOVERNING LAW, VENUE, AND SEVERABILITY

This Agreement shall be governed by Michigan law. Venue shall lie exclusively in Antrim County or Charlevoix County, Michigan. If any provision is deemed unenforceable, the remaining provisions shall remain in full force and effect. This Agreement is intended to be as broad and inclusive as permitted under Michigan law.

Participant Name (Print): _____

Signature: _____

Date: _____

Parent/Guardian (if under 18): _____

Signature: _____

Date: _____

Emergency Contact Name & Phone: _____