

**Foxwoode Hunt Club, Inc.**  
**WAIVER, AGREEMENT AND LIABILITY RELEASE**  
**READ CAREFULLY BEFORE SIGNING**

I agree to the following agreement with Foxwoode Hunt Club, Inc., a Michigan corporation, (hereafter referred to as "Stable") as a condition for its allowing me, and the persons identified below (if any), to do any or all of the following: enter the Stable's premises and surrounding land (hereafter referred to as the "Stable Property"), be near horses or ponies, handle horses or ponies, ride horses or ponies, attend or participate in demonstrations, clinics, shows or exhibitions on, near, or off of the Stable Property, and/or receive instruction or guidance in riding, handling or working with horses or ponies at any time and at any location (from either Stable employees or from independent instructors with Stable's advance permission). All of these activities, individually and collectively, will hereafter be referred to in this document as "The Activities."

NAME OF CONTRACTING PARTY: \_\_\_\_\_ NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): \_\_\_\_\_

ADDRESSES OF CONTRACTING PARTIES: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

PHONE: [Home] \_\_\_\_\_ [Business] \_\_\_\_\_ [Cell/Other] \_\_\_\_\_

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

I also make this agreement on behalf of the following, who is/are my child/ren or legal ward(s):

1. \_\_\_\_\_ AGE: \_\_\_\_\_ 2. \_\_\_\_\_ AGE: \_\_\_\_\_  
Child's Date of Birth: \_\_\_\_\_ Child's Date of Birth: \_\_\_\_\_

All parts of this agreement shall apply to me, and the children/legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this agreement.] This Waiver, Agreement and Liability Release is intended to be valid and binding at all times, now and in the future, when Stable permits me (directly or indirectly) to engage in any or all of The Activities at any time and at any location.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to engage in any or all of The Activities, now and/or in the future.
2. Risks. I understand that anyone who is riding, handling, working with, or even near a horse or pony (these animals will hereafter be referred to as "equines" in this document) can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of hurting anyone or anything, are powerful and have the potential to be dangerous to people and animals that are on, near, or around them. 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 Stable Property; and/or collisions with other equines, animals, or objects. I understand these risks and dangers that are inherent in equine activities and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned above. I am NOT relying on Stable to list all possible equine-related risks for me within this document or at any time, now or in the future.

INITIAL HERE: \_\_\_\_\_ 3. WAIVER AND LIABILITY RELEASE: As consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, I (on behalf of myself and also on behalf of my minor children, if any) agree to each of the following: (a) Foxwoode Hunt Club, Inc., Foxwoode Group, L.L.C., John V. Welsh, Tracey A. Welsh, Nerice N. Gulino, Sarah M. Shereda, and their respective managers, members, employees, agents, heirs, family members, assigns, affiliated persons, and others acting on their behalf, shall not be liable for any damages that I (and/or my minor child/ren or legal wards, if any) may sustain as a result of engaging in any of The Activities at any time, now or at any time in the future; and (b) I/we fully and forever release, waive, and discharge all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, unknown, anticipated or unanticipated against Foxwoode Hunt Club, Inc., Foxwoode Group, L.L.C., John V. Welsh, Tracey A. Welsh, Nerice N. Gulino, Sarah M. Shereda, and their respective managers, members, employees, agents, heirs, family members, assigns, affiliated persons, and others acting on their behalf, whether caused by their ordinary negligence or other legal liability, resulting from or arising out of my/our engaging in The Activities at any time and at any location. The term "damages" means, for example, medical expenses, losses incurred because of bodily injuries or property damages, death, and/or personal property damages. This waiver and release applies whether or not I/we are riding or near horses. (In accordance with Michigan law, this document does not release Stable from loss, injury, or damage directly caused by Stable's gross negligence or wanton and willful misconduct).

#### WARNING

Under the Michigan Equine Activity Liability Act [1994 P.A. 351], 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 AND AGREED THAT THE WAIVER, AGREEMENT AND LIABILITY RELEASE IN THIS DOCUMENT IS A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE.

ACTIVITY LIABILITY ACT, 1994 P.A. 351. BY SIGNING THIS WAIVER, AGREEMENT AND LIABILITY RELEASE, I AGREE NOT TO BRING ANY CLAIM OR SUIT AGAINST FOXWOODE HUNT CLUB, INC.,

3. WAIVER AND LIABILITY RELEASE FOXWOODE GROUP, L.L.C., ANDREW D. GILES, KELLY A. GILES, JOHN V. WELSH, TRACEY A. WELSH, NERICE N. GULINO, SARAH M. SHEREDA, AND THEIR RESPECTIVE MANAGERS, MEMBERS, EMPLOYEES, AGENTS, HEIRS, FAMILY MEMBERS, ASSIGNS, AFFILIATED PERSONS, AND OTHERS ACTING ON THEIR BEHALF UNDER ANY EXCEPTION IN THAT LAW. IN PARTICULAR, I AGREE NOT TO BRING A CLAIM OR SUIT FOR: (1) FAULTY TACK OR EQUIPMENT; (2) FAILURE TO MAKE REASONABLE AND PRUDENT EFFORTS TO DETERMINE AN EQUINE ACTIVITY PARTICIPANT'S ABILITY TO SAFELY MANAGE AN EQUINE; (3) A DANGEROUS LATENT CONDITION ON OR OFF OF THE STABLE PROPERTY; AND/OR (4) ANY OTHER ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE BY STABLE OR THOSE AFFILIATED WITH STABLE (EXCEPT IF LOSS, INJURY, OR DAMAGE IS CAUSED BY STABLE'S GROSS NEGLIGENCE OR WANTON AND WILLFUL MISCONDUCT).

4. INDEMNIFICATION. I also agree to indemnify and hold harmless Foxwoode Hunt Club, Inc., Foxwoode Group, L.L.C., John V. Welsh, Tracey A. Welsh, Nerice N. Gulino, Sarah M. Shereda, and their respective managers, members, employees, agents, heirs, family members, assigns, affiliated persons, and others acting on their behalf against all damages which are sustained or suffered by any third person(s) ["third persons" are people who are not parties to this Agreement, including, but not limited to, other persons on or near the Stable Property, my relatives, guests, etc.], including any and all injuries or damages whatsoever that I may cause, directly or indirectly, while engaging in any or all of The Activities at any time and at any location. The indemnification shall include reimbursement of Stable's reasonable attorney fees.

5. ASTM/SEI Headgear. I agree to be fully responsible for my own safety at all times while on, near, or off the Stable Property. Stable has advised me that, for my own protection, I should purchase and wear properly fitted and secured ASTM-standard/SEI certified protective equestrian headgear that is designed for use when riding or when near equines. I am NOT relying on Stable to provide a certified helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this

suggestion at any time - now or in the future. If I choose to wear an ASTM-standard/SEI-certified helmet, or if I choose not to, this is my decision alone.

6. Physical or Mental Conditions/Special Needs. Many physical and mental conditions pose special risks to the participant while engaging in the Activities. Stable recommends that I consult with a physician before participating in the Activities, especially those that involve riding, handling, or being near equines. Also, I want Stable to be aware of the following physical and/or mental conditions or personal needs which may affect my safety and ability to engage in any of the Activities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Emergencies. Person(s) to Contact in Case of Emergency:

Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Phone Number( s ) \_\_\_\_\_

8. Independent Trainers/Riding Instructors/Clinicians. I am aware that independent riding instructors, trainers, clinicians, or equine professionals may occasionally do business on the Stable Property (with Stable's advance permission ), but I understand that they operate as wholly independent businesses, and they do not have an employment, partnership, joint venture, principal-agent or similar arrangement with Stable.

9. This Waiver, Agreement and Liability Release is governed by Michigan law and is intended to be as broad and inclusive as Michigan law permits. This document can only be modified in writing and signed by me and Tracey A. Welsh (on behalf of Stable). Should any part of this document conflict with Michigan law, only that part will be void but the remainder of this document shall stay in full force and effect at all times, now and in the future. Should I breach this Waiver, Agreement, and Liability Release (or any part of it) I agree to pay the attorney's fees and court costs related to such breach that are incurred by Stable and/or persons directly affiliated with Stable. It is also mutually agreed that any disputes arising under this Waiver, Agreement and Liability Release, or any activities that are undertaken pursuant to this document, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Oakland County, Michigan.

10. ALSO, I REPRESENT (please check and initial below):

\_\_\_\_ I AM AT OR OVER 18 YEARS OF AGE;  
\_\_\_\_ I AM OF SOUND MIND, AND I AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;  
\_\_\_\_ I HAVE READ THIS ENTIRE WAIVER, AGREEMENT AND LIABILITY RELEASE (BOTH PAGES), AND I FULLY UNDERSTAND IT;  
\_\_\_\_ I INTEND FOR THIS WAIVER, AGREEMENT AND LIABILITY RELEASE TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE; AND  
\_\_\_\_ ALL OF THE INFORMATION I HAVE PROVIDED IN THIS WAIVER, AGREEMENT AND LIABILITY RELEASE IS TRUE AND ACCURATE.

SIGNATURE OF CONTRACTING PARTY:

\_\_\_\_\_

PRINT NAME HERE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/Other Parent): \_\_\_\_\_

PRINT NAME HERE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_