

**RELEASE AND INDEMNITY AGREEMENT
(For Instruction)**

STUDENT INFORMATION

Name: _____ Age: _____ Birth date: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Email: _____

PARENT/GUARDIAN OF MINOR STUDENT

Name: _____ Relationship to student: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Email: _____

THIS IS AN AGREEMENT entered into between Shenanigans Farm LLC, a Michigan corporation (referred to in this Agreement as SF), Mary K. McKiernan (referred to in this Agreement as McKiernan), and the above -referenced student by and through student's parent/guardian if student is a minor, as referenced above (referred to in this Agreement as "Student"). Reference in this agreement to SF shall mean and include the corporation, as well as its employees, instructors, officers, directors, shareholders and agents. This Agreement shall be binding upon, and for the benefit of SF, McKiernan, and Student, and their respective heirs, successors, and personal and legal representatives.

RECITALS: Student desires instruction in horsemanship and/or related skills to be provided by SF and McKiernan. SF and McKiernan are willing and desirous of providing such instruction upon the condition, in part, that Student releases and indemnifies SF and McKiernan, as provided below.

- Student understands and agrees that such release and indemnity condition is reasonable, under the circumstances.
- Student, and Minor Student's Parent/Guardian, acknowledges that the instruction and related activities with and/or in the presence of horses is inherently dangerous by nature, and that there is real and substantial risk of injury and damage to person and property, whether or not such activities are being supervised by SF and /or McKiernan.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS between SF, McKiernan, Student, and Minor Student's Parent/Guardian on behalf of Student:

1. Student agrees to and does hereby assume all risks and responsibility of and with respect to any and all actions and activities which occur in connection with instruction in horsemanship and related occurrences before, during, and after instruction provided by SF and/or McKiernan.
2. Student agrees to, and does hereby, fully and forever release and discharge SF and McKiernan from any and all actions, causes of action, claims and demands with respect to any and all property damage and/or personal injury and /or other loss or damage suffered by Student as a result of or in connection with any and all actions, and activities which occur relative to instruction in horsemanship and related occurrences before, during, and after instruction provided by SF and /or McKiernan whether at SF premises or at horse shows.
3. Student agrees to, and does hereby, indemnify SF and McKiernan and hold SF and McKiernan harmless relative to any and all actions, causes of actions, claims and demands with respect to any and all of such damage, injury or loss referenced above.
4. In the event of any injury, permission is hereby given to SF and /or McKiernan to authorize first aid and medical attention at the discretion of the officers of SF, their designates, or McKiernan. It is represented by and on behalf of Student that Student is in good physical condition and able to participate in the activities for which instruction is provided by SF and/or McKiernan.
5. If any provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

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.

IN EXECUTING THIS AGREEMENT, it is acknowledged that all of the terms and provisions of this agreement have been fully and carefully read and understood, and that SF, McKiernan, and Student have retained a duplicate copy of this Agreement.

SIGNATURES

Shenanigans Farm LLC _____ Parent/Guardian of Minor _____ Date _____
by _____
its _____
Mary K. McKiernan _____