

# PROGRESSIVE RESORTS, LLC.

PLEASE READ CAREFULLY BEFORE SIGNING.

Safety helmets available, without charge, at main barn.

## AGREEMENT REGARDING RISK OF HORSEBACK RIDING AND OTHER EQUINE ACTIVITIES, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

I apply for myself and my child(ren) to ride horses and engage in other equine activities offered by Progressive Resorts., LLC. upon facilities made available through Progressive Resorts., LLC.

I know of, understand and appreciate that:

Horseback riding and other equine activities (collectively, "the activity"), have inherent risks that include, but are not limited to loss of control, collisions, obstacles, ground conditions, unpredictable actions of the horses, and acts of other participants, and instructions from riding staff. These risks will expose me and my child(ren) to injury or death.

A safety helmet is highly recommended because it may prevent or reduce the severity of some head injuries, and may even prevent death. Medical or emergency transportation may not be readily available.

**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.**

I represent that neither I nor my child(ren) have any health or physical problems that will interfere with horseback riding or other equine activities. In consideration of being given the opportunity for me and my child(ren) to ride a horse and engage in other equine activities offered by Progressive Resorts, LLC.:

I assume and accept all risks of any injury and dangers to myself and my child(ren) involved in horseback riding and other equine activities

I agree that I am responsible for my own safety and the safety of my child(ren).

I agree that I am solely responsible for injuries incurred by me and my child(ren).

I agree that I am the final judge of the riding abilities of myself and my child(ren).

I agree that my child(ren) and I shall follow all rules and policies established by Progressive Resorts, LLC.

**I RELEASE, WAIVE AND AGREE NOT TO SUE FOR MYSELF OR MY CHILD(REN) PROGRESSIVE RESORTS, LLC., OR THE OWNERS OR OPERATORS OF PREMISES UPON WHICH HORSEBACK RIDING AND OTHER EQUINE ACTIVITIES TAKE PLACE, OR THEIR AGENTS, EMPLOYEES OR ANYONE CONNECTED WITH ANY OF THEM ("Protected Persons") FROM ANY CLAIM FOR DAMAGES CAUSED, OR PARTIALLY CAUSED, BY A NEGLIGENT ACT OR OMISSION OF ANY OF THE PROTECTED PERSONS OR ANY OTHER PARTICIPANTS IN THE ACTIVITIES. I UNDERSTAND THAT I AM GIVING UP THE RIGHT TO SUE FOR NEGLIGENCE.**

**I DO NOT RELEASE ANYONE FOR ANY ACT OF GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT.**

I agree to indemnify the Protected Persons from all damages and costs claimed by anyone else caused, or partially caused, by my conduct and from all damages and costs claimed by my spouse, children or anyone else. I understand that "to indemnify" means I accept responsibility for payment of damages to someone else.

If I am signing this Liability Release on behalf of a minor child (the "Child"):

I represent and warrant that I am the Child's parent, legal guardian, or responsible person, the Child is in good health, and there are no special problems associated with the Child's care.

I accept sole responsibility for all of the Child's care and treatment expenses incurred because of the Activity.

I agree to indemnify the Protected Persons for any and all claims brought by the Child or by a third party arising out of the Child's participation in the Activity.

**I UNDERSTAND EACH AND EVERY ONE OF THE PROVISIONS OF THIS AGREEMENT. I AM AT LEAST 18 YEARS OF AGE.**

PRINTED name(s) of ADULT PARTICIPANT(S):

SIGNATURE of ADULT PARTICIPANT(S):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINTED name(s) of PARTICIPANT(S) under 18 yrs. old:

SIGNATURE of parent, legal guardian or responsible person if under 18 yrs. old:

\_\_\_\_\_

(Birth date)

\_\_\_\_\_

\_\_\_\_\_

(Birth date)

\_\_\_\_\_

\_\_\_\_\_

(Birth date)

\_\_\_\_\_

\_\_\_\_\_

(Birth date)

\_\_\_\_\_

PERMANENT ADDRESS of ADULT

\_\_\_\_\_ Street

\_\_\_\_\_ city, state zip

DATE \_\_\_\_\_

ACCEPTED:

**PROGRESSIVE RESORTS, LLC.**  
P.O. BOX 94, ROTHBURY, MICHIGAN 49452

2009