

# Liability Waiver, Reality's Place, Reality's Chance Rescue & Sanctuary, Reality's Chance, LLC & Laura A. Hauenstein

**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.**

Riders/Client Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Text? Yes / No Alt. Phone: \_\_\_\_\_ Text? Yes / No

Email: \_\_\_\_\_ School/Grade: \_\_\_\_\_

Name(s) of Parent or Guardian (for riders under 18): \_\_\_\_\_

Students Previous Riding Experience: \_\_\_\_\_

**In case of emergency, contact:** \_\_\_\_\_ **Relationship to student:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **2<sup>nd</sup> Phone:** \_\_\_\_\_

Physicians Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Preferred Medical Facility: \_\_\_\_\_

Health Insurance Company (Required): \_\_\_\_\_ Policy Number: \_\_\_\_\_

Any prior or existing medical conditions: \_\_\_\_\_

Allergies: \_\_\_\_\_

\*Students with bee sting allergies should have an epi pen with them while at the barn.

(clients name if over 18, parent or guardians name if signing for a minor), \_\_\_\_\_, understand that horseback riding is, by its very nature, a risk activity. Horses can behave unpredictably without warning and can cause injury, harm or death to the persons around them. For example, a loud noise, sudden movement or unfamiliar person or animal can cause a horse to be frightened and buck, bite or kick.

Accordingly, in consideration of participating in these activities under the direction of Laura Hauenstein, Reality's Chance, operated by Reality's Chance, LLC, and intending to be legally bound, I agree:

1. On behalf of myself, my heirs, representatives and assigns and as applicable, my ward or minor child, I hereby release and discharge Laura Hauenstein and Reality's Chance Sanctuary, Reality's Chance, LLC, including its officers, directors, employees, agents, instructors, contractors all lawsuits, actions, damages, claims and liability whatsoever, including death, and property damage or loss, which arise from participating in any equine-related activity.
2. I further agree that this release and discharge of liability applies regardless of the legal cause of action on which my claim is based, including contract, strict liability, negligence, tort or an alleged violation of the Michigan Equine Liability Act (PA 1994 No. 351) I intend that my release and discharge includes all claims for damages resulting from the negligent act or omission of Laura Hauenstein, Reality's Chance Sanctuary or Reality's Chance, LLC, including its officers, directors, employees, agents, instructors, contractors, riders and other volunteers, exception only the sole gross negligence or sole willful and wanton misconduct of these parties.
3. I agree that this release of liability shall be governed by Michigan law and I acknowledge that the release exceeds the provisions of the Michigan Equine Liability Act because I am releasing Laura Hauenstein, Reality's Chance Sanctuary, Reality's Chance, LLC and its related parties for all damages, liability and causes of action except only those for sole gross negligence or sole willful and wanton misconduct.
4. I have read and understand this release of liability, as well as the safety policy and hereby by sign this release freely, knowingly and without coercion by anyone.

**Horse Training\*\*** - I hereby release Laura Hauenstein, Reality's Chance Sanctuary and Reality's Chance, LLC from all liability arising from the inherent risk involved in working with horses. This includes damage done to property by said horse, injuries or death to said horse resulting from normal and reasonable activity with the animal. I agree that this release of liability shall be governed by Michigan law and I acknowledge that the release exceeds the provisions of the Michigan Equine Liability Act because I am releasing Laura Hauenstein, Reality's Chance Sanctuary and Reality's Chance, LLC and its related parties, agents and employees for all damages, liability and causes of action except only those for sole gross negligence or sole willful and wanton misconduct.

Horses Name: \_\_\_\_\_ Age: \_\_\_\_\_ Breed: \_\_\_\_\_ Estimated Value: \_\_\_\_\_

\*\*Horse training will be contracted on a separate form. Students riding their own horses must fill out the above.

**Riding Helmet & Safety Policy:** Reality's Chance Sanctuary, Reality's Chance, LLC has a strict policy that ALL riders, regardless of age or riding level wear an ASTM Certified safety helmet while mounted during any riding activity. All riders are also required to wear safe and appropriate footwear for the activity. Anyone under the age of 12 MUST wear a helmet at any time when handling the horses (this includes grooming, leading, etc.)

Signature of Rider/Client, or if a minor, by his/her parent or guardian: \_\_\_\_\_

Printed name of Rider/Client, or if a minor, by his/her parent or guardian: \_\_\_\_\_ Date: \_\_\_\_\_

