

Oakland County

Equine Release, Waiver, and Indemnification

The undersigned participant, and his or her parent or legal guardian if the participant is under the age of 18 years, does/do hereby execute this release, waiver, and indemnification for himself or herself/themselves and his or her/their heirs, successors, representatives, and assigns and, thereby, agree(s) and represents as follows:

To release Oakland County, its members, employees, agents, representatives, subsidiary corporations, and those governmental agencies and other organizations affiliated with this activity from any and all liability, loss, damage, costs, claims, and/or causes of action, including but not limited to all bodily injuries and property damage arising out of participation in the activity, it being specifically understood that said activity includes the handling of equine by the undersigned participant. The undersigned person(s) further agree(s) to indemnify Oakland County, its employees, members, agents, representatives, and those governmental agencies and other organizations affiliated with this project, and hold them harmless for any liability, loss, damage, cost, claim judgment, or settlement which may be brought or entered against them as a result of the undersigned person's participation in said activity. A participant means an individual, whether amateur or professional, engaged in an equine activity, whether or not a fee is paid to participate.

If involved in equine activities pursuant to MCL 691.1661 seq. the undersigned(s) participant(s) execute(s) this waiver of the undersigned(s) rights to sue and agree(s) to assume all risks resulting from the "inherent risk of an equine activity". "Inherent risk of an equine activity" is defined as a danger or condition that is an integral part of an equine activity, including but not limited to any of the following: (i) An equine's propensity to behave in ways that may result in injury, harm, or death to a person on or around it; (ii) the unpredictability of an equine's reaction to things such as sounds, sudden movement, and people other animals or unfamiliar objects; (iii) A hazard such as a surface or subsurface condition; (iv) colliding with another equipment or object.

This waiver shall remain valid unless expressly revoked by the participant or Parent or guardian of a minor. The revocation shall be in writing which shall be delivered to Oakland County and shall become effective thirty (30) days after delivery to the provider.

In the case of school-, college-, and university-sponsored classes and programs, waivers executed by a participant or parent or guardian of a participant shall apply to all equine activities in which the participant is involved in the next succeeding twelve (12) month period unless earlier expressly revoked in writing. The revocation shall become effective thirty (30) days after it is delivered to the provider.

The undersigned(s) should maintain all medical and health insurance needed to cover all risks of any kind in any place in livestock, equine, and/or other activities.

I, the undersigned participant, will wear and use, in accordance with established Oakland County policy and procedure, all safety equipment and to ensure equipment is in good condition at all times.

Printed Name of Participant

Printed Name of Parent or Guardian

Signature of Participant

Signature of Parent or Guardian if participant
is under age 18 yrs.

Date