

NICHOLS FARMS, LLC

AGREEMENT AND LIABILITY RELEASE

READ CAREFULLY BEFORE SIGNING

I agree to the following Agreement with **SILVER WOODS FARM, LLC**, a Michigan limited liability company ("*Silver Woods*"), owner of the stable and **NICHOLS FARMS, LLC**, a Michigan limited liability company ("*Nichols Farms*"), owner of the horses and operator of the stable (collectively referred to as "*Stable*"), as a condition for its allowing me, and persons identified below, to enter the Stable's property, be near horses, receive riding instruction at any location, ride in a horse or tractor drawn wagon or hay ride, and/or ride horses on, near, or off the Stable's property.

Contracting Party/Rider: _____

Address _____

Phone: [Home] _____ [Business] _____

I also make this Agreement on behalf of the following, who are my children or legal wards:

1. _____ AGE: _____ Date of Birth: _____

2. _____ AGE: _____ Date of Birth: _____

All parts of this Agreement shall apply to me, and the children/legal wards listed above, for whom I am executing this Agreement and for whom all pronouns referring to me shall also include. This Agreement is binding when Stable permits me (directly or indirectly) to enter its property, to be near a horse, receive riding instruction or guidance, ride in a horse or tractor drawn wagon or hay ride, and/or to ride horses (regardless of who owns them) on, near, or off of the Stable's property.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to: enter the Stable's Property, be near a horse, receive riding instruction or guidance, ride in a horse or tractor drawn wagon or hay ride, and/or ride horses (regardless of who owns them) on, near, or off of the Stable's Property. In return for the use, today and all future dates, of the Stable's Property and the horses, wagon and/or tractor, I agree to the terms and conditions of this Agreement and Liability Release. I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Stable that; (i) there is a possible exposure to and illness from infectious diseases, including but not limited to MRSA, influenza, and COVID-19; and (ii) I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified equestrian protective headgear while riding or near horses in order to reduce the severity of some head injuries and possibly prevent death from happening as the result of a fall or other occurrences. I am not relying on Stable to provide a certified helmet for me.

2. As consideration for being allowed to enter the Stable's property, be near horses, receive riding instruction or guidance, ride in a horse or tractor drawn wagon or hay ride, and/or ride horses (regardless of who owns them) on, near, or off of the Stable's property, I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain when engaging in these and other activities, including without limitation, but not limited to, the risk of death, bodily injury, contracting an infectious disease, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person or act of God, fire, theft, or any weather conditions. The term "damages," means, for example, medical expenses, losses incurred because of bodily injuries or property damages, and/or personal property damages. I, for my heirs, administrators, personal representatives or assigns, release and discharge Silver Woods Farm, LLC, Nichols Farms, LLC, any member of the Joey and Heidi Nichols family, and their respective employees, agents, members, managers, insurers, representatives, heirs, assigns, affiliated persons, and others acting on their behalf, and all horse, wagon and tractor owners, of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained, or property damage which may occur as a result of being on the Stable's property, being near horses on, near, or off of the Stable's property, receiving riding instruction or guidance, riding in a horse or tractor drawn wagon or hay ride, and/or riding horses (regardless of who owns them) on, near, or off of the Stable's property or resulting from my contracting an infectious disease. I agree to waive any protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or expect to exist at the time of executing the release.

