

## **Four Points Farm LLC**

3356 Jay St. ~ Wixom, MI 48393  
(248) 245-5587

### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In consideration of taking lessons, boarding, or training one or more horses at Four Points Farm LLC (and Four Points Farm LLC's facility of choice) the undersigned (the "Bailor") hereby agrees to indemnify and hold harmless Melinda Hyde, Four Points Farm LLC, Carrie Hancock, Windmill Farms, Commerce Township, and the Owner's and Manager's of facilities other than the above named that may be used, and their agents, employees, heirs, legal representatives, successors and assigns (collectively the "Bailee"), from and against all claims, actions, suits, proceedings, cost, or expenses (including, without limitation, attorney's fees) arising out of or in connection with injury, death or damage to person or property, including without limitation, third parties, caused by the Bailor's horse(s), whether arising solely because of negligence of the Bailee or otherwise. Notwithstanding the preceding sentence, the Bailor shall not be obligated to indemnify the Bailee for any damages or injuries caused by the gross negligence or willful misconduct of the Bailee.

I acknowledge that for safety when riding or participating in activities at Four Points Farm LLC (and Four Points Farm LLC's facility of choice) it is recommended that protective and approved headgear, long pants, and riding boots or hard soled shoes with heels be worn. I acknowledge that it has been determined that in the event of an accident, protective headgear and proper clothing will lessen the chance of injury. I understand that Four Points Farm LLC, Windmill Farms, and any other facility does not accept the risk and responsibility of liability in the event of any injury on or around the premises of Four Points Farm LLC, Windmill Farms, or other and that I participate in the activities at Four Points Farm LLC, Windmill Farms, or other at my own risk. If I or my child does not wear protective headgear or proper clothing, we do so at our own risk.

### **WARNING**

**UNDER THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR DEATH OF A PARTICIPANT IN AN EQUINE ACTIVITY RESULTING FROM AN INHERENT RISK OF THE EQUINE ACTIVITY. (P.A. 351)**

I agree not to hold liable Melinda Hyde, Four Points Farm LLC, Carrie Hancock, Windmill Farms, Commerce Township, their employee's, nor the property owners for any injury or damages incurred to horse or rider while on the premises at 2552 Wixom Rd, Commerce Township, MI 48382 or at any horse show or event attended in affiliation with Four Points Farm LLC, Windmill Farms, or other.

It is mutually understood and agreed that the above release of liability constitutes a waiver of liability beyond the provisions of the Michigan Equine Activity Liability Act (1994 P.A. 351). In case or any dispute arising out of this document Michigan law will govern.

I have read and fully understand this document before signing it.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Print  
Name\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

Home Phone\_\_\_\_\_ Work Phone\_\_\_\_\_

Cell Phone\_\_\_\_\_ Email\_\_\_\_\_

Emergency Contact Name\_\_\_\_\_ Phone\_\_\_\_\_

Jr. Riders\_\_\_\_\_ D.O.B.\_\_\_\_\_

\_\_\_\_\_ D.O.B.\_\_\_\_\_

\_\_\_\_\_ D.O.B.\_\_\_\_\_

Witnessed By\_\_\_\_\_ Date\_\_\_\_\_