

WAIVER Form #8

This RELEASE OF LIABILITY is made and entered into on this ___ day of _____, 200__, by and between DOMINO’S FARMS, hereinafter designated MANAGER and _____ hereinafter designated RIDER; and if RIDER is a minor, RIDER’s parent or guardian _____. In return for the use today and on all future dates of the property, facilities and services of the MANAGER, the RIDER, his/her heirs, assigns, and legal representatives hereby expressly agree to the following:

- 1. It is the responsibility of the RIDER to carry full and complete insurance coverage on his/her horse (if applicable), personal property and himself/herself.
2. RIDER agrees to assume any and all risks involved in or arising from RIDER’s use of or presence upon MANAGER’s property and facilities including, without limitation but not limited to, the risks of death, bodily injury, 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.
3. RIDER agrees to hold MANAGER and all of its successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and agrees not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of RIDER’s use of or presence upon MANAGER’s property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton negligence of the MANAGER.
4. RIDER agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g., Calif. Civil Code 1542) 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 suspect to exist at the time of executing the release.
5. RIDER agrees to indemnify and defend MANAGER against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney’s fees, which in any way arise from RIDER’s use of or presence upon the MANAGER’s property and facilities.
6. RIDER agrees to abide by all of MANAGER’s rules and regulations.
7. If RIDER is using his/her horse, the horse shall be free from infection, contagious or transmissible disease. MANAGER reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
8. This contract is non-assignable and non-transferable and is made and entered into in the State of Michigan, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the MANAGER and RIDER and RIDER’s parent of guardian, if RIDER is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

MANAGER’s Signature

RIDER’s Signature

Description of Horse (if applicable)

RIDER’s Parent/Guardian Signature (If RIDER is a minor)

Address & Telephone # of RIDER