

**Huron-Clinton Metroparks
Release and Waiver from Liability**

This Release and Waiver of Liability is executed on this ____ day of _____, 20__ by _____ as a parent or lawful guardian (the "Parent") of _____ (the "Participant") prior to the Participant's participation in the Macomb County 4-H Horse show (the "Activity") held at a venue of the Huron-Clinton Metroparks ("HCMA").

The Activity is inherently dangerous. Rules and procedures have been established to help make the Activity as safe as possible; however, HCMA does not claim that such rules and procedures are sufficient in any way to protect the Participant or his/her property from damage, injury, illness, or death. Everyone attending this event is participating at their own risk.

In consideration of being permitted to participate in the Activity, the Parent and the Participant understand and do hereby freely, voluntarily and without duress execute this Release and Waiver and agree:

1. To release, indemnify and hold harmless HCMA and its employees, directors, officers, and agents from all claims, demands, liabilities, damages, charges, fees, fines, penalties, losses, suits, proceedings, actions, costs and expenses (including attorney fees and court costs) that the Parent or Participant may now or hereafter have against them resulting from or arising out of Participant's participation in the Activity. This release applies not only to the Parent and Participant but also to their heirs and assigns.
2. To assume all of the risks, including property damage, injury, illness or death and agree to follow the safety code, rules and regulations of HCMA and its employees. Parent and Participant recognize and understand that participation in the Activity involves inherently dangerous activities and chooses to willfully assume those risks.
3. I/We have read and understand the Michigan Equine Activity Liability Act, Act 351, Public Acts of Michigan, 1994 ("Act 351), and agree that the Activity is considered "engaging in an equine activity," and that HCMA enjoys the immunity provided therein. Further, we have read Section 5 of Act 351, and agree that this waiver is intended to release, indemnify and hold harmless HCMA and its employees, directors, officers and agents from all claims, demands, liabilities, damages, charges, fees, fines, penalties, losses, suits, proceedings, actions, costs and expenses (including attorney fees and court costs) arising from any condition or occurrence described in Section 5.
4. That HCMA, and its employees, directors, officers, and agents are not responsible for the actions or omissions, whether intentional or negligent, of other participants or visitors of the HCMA.
5. That this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the state of Michigan and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Participant Printed Name: _____

Participant Signature: _____ Dated: _____

If the Participant is under eighteen (18) years of age, the Parent or Legal Guardian of the Participant must sign this Release and Waiver, and by doing so, explicitly and irrevocably consents to the terms hereof.

Parent or Legal Guardian Printed Name: _____

Relationship to underage participant: _____

Signature: _____ Dated: _____