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## Liability Release

I agree to the following agreement with the Making Strides Therapeutic Services, a Michigan limited liability corporation (hereafter referred to as "Making Strides") as a condition for allowing me, and the persons identified below, to be near horses, participate in equine-assisted activities or therapies, work near horses, handle horses, use equipment, work with staff and volunteers, and/or receive instruction or guidance in riding, grooming, or handling of horses (these activities will hereafter be referred to in this document as "The Activities").

CONTRACTING PARTY (Participant or Parent/Guardian) \_\_\_\_\_

OTHER CONTRACTING PARTY (Spouse or Other Parent) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Street City ST ZIP  
PHONE (Home) \_\_\_\_\_ (Business) \_\_\_\_\_ (Cell/Other) \_\_\_\_\_

I also make this agreement on behalf of the following, who is/are my child/ren or court appointed legal ward(s):

Child 1: \_\_\_\_\_ DOB \_\_\_\_\_ Age \_\_\_\_\_

Child 2: \_\_\_\_\_ DOB \_\_\_\_\_ Age \_\_\_\_\_

All parts of this agreement shall apply to me and shall also apply to the children/legal wards listed above. This Release is intended to be valid and binding at all times – now and in the future – when Making Strides permits me (directly or indirectly) to engage in any or all of The Activities.

### IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to engage in any or all of The Activities, now and/or in the future.
2. **Risks.** I understand that anyone engaging in The Activities can suffer bodily and other injuries. Participation in The Activities involved certain inherent risks and, regardless of the care that is taken, it is impossible to ensure the safety of the participant. I understand the risks/dangers inherent in The Activities, and I agree to assume them. I am not relying on the Making Strides to list all possible risks for me.
3. **Waiver and Liability Release.** As consideration for Making Strides allowing me to engage in The Activities at any time and at any location, I agree to assume full responsibility for any and all bodily injuries, losses, or damages that I may sustain. I, for my heirs, administrators, personal representatives, or assigns, release and discharge the Making Strides LLC, Making Strides Therapeutic Services, and their employees, assistants, directors, volunteers, land owners, and owners of horses from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present or future).

### WARNING

**Under the Michigan Equine Activity Liability Act [1994 P.A. 351], an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.**

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE WAIVER AND LIABILITY RELEASE SET FORTH IN THIS DOCUMENT CONSTITUTES A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 1994 P.A. 351. BY SIGNING THIS RELEASE, I AGREE NOT TO BRING ANY CLAIM OR SUIT AGAINST MAKING STRIDES OR PERSONS OR ENTITIES WORKING ON BEHALF OF OR AFFILIATED WITH MAKING STRIDES ON THE BASIS OF ANY EXCEPTION IN THAT LAW.

4. **Indemnification.** I also agree to indemnify and hold harmless Making Strides LLC, Making Strides Therapeutic Services, and persons or entities working on behalf of or affiliated with Making Strides against all damages which are sustained or suffered by any third persons. The indemnification shall include reimbursement of Making Stride's attorney fees.
5. **ASTM/SEI Headgear.** Making Strides LLC or facilities and organizations utilized by Making Strides will provide me with an equestrian safety helmet that is ASTM standard and SEI-certified for use when riding, handling, or being near horses. I understand that neither Making Strides or its assistants or agents can guarantee the suitability of any helmet provided.
6. **Health and Disabilities.** I understand that Making Strides always recommends that I seek the advice of a physician, and many of The Activities pose special physical risks to the participant and even to the volunteer. I want Making Strides to be aware of the following physical conditions I have that may affect my ability to handle, ride, and/or be near an equine:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Should I breach this Release (or any part of it) I agree to pay the attorney's fees and court costs related to such breach incurred by Making Strides and/or persons directly affiliated with Making Strides. It is also mutually agreed that any disputes arising under this Release, or any activities that are undertaken pursuant to this document, shall be litigated in a court of proper jurisdiction located in or nearest to Grand Traverse County, Michigan.

SIGNATURE OF CONTRACTING PARTY \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF OTHER CONTRACTING PARTY \_\_\_\_\_ DATE \_\_\_\_\_