



Performance Horses LLC

**Spectator / Participant
Release of Liability and Hold Harmless Agreement**

This agreement is made this day of (Date) _____ between W. Brown Performance Horses located at 10426 Chase Lake Road Fowlerville, MI 48836 and

(Name) _____ is the Spectator or Participant (referred to as Participant) residing at

(Address) _____,

Risk of Loss Hold Harmless

Participant recognizes that there are certain inherent risks associated with the activities contemplated in this agreement and Participant assume full and complete responsibility for Participant and further hold WBPH, *Lisa M. Mercure, Douglas Doss, William E Brown*, their employees and agents, harmless as well as release and discharge each and everyone of them from all liability, injury, loss or damage arising from this activity, whether caused by the fault of WBPH, their employees, agents or other third parties.

Participant agrees to indemnify and defend WBPH, *Lisa M. Mercure, Douglas Doss, William E Brown*, their employees and agents against all claims, causes of action, damages, judgments, fees, costs and/or expenses, including attorney fees and other litigation costs, which may in any way arise from the activities described herein.

Participant agrees to hold WBPH, *Lisa M. Mercure, Douglas Doss, William E Brown, their employees* and agents harmless from any claim caused by said Participant and agrees to pay for all physical damages and legal fees incurred by WBPH in defense or repair of a claim resulting from damage by said Participant.

Pursuant to MCL 691.1666, the parties agree that the following warning is provided by Chase Lake Equine Center, their employees and agents, who may be considered equine professionals under Michigan law, to all person and entities who wish to enter into this agreement and/or obtain equine related services from Chase Lake Equine Center, their employees and agents:

WARNING: *Under the Michigan equine activity liability act, 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.*

(Over)

Social Media:

The Participant here by grant's permission to W. Brown Performance Horses, to use and reproduce my image, likeness and voice (photographs and/or video) hereinafter known as the "Media" for use in Social Media publications including but not limited to: videos, email blasts, recruiting, brochures, newsletters, magazines, general publications, website and/or affiliates.

I hereby waive any right to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image.

Governing law:

This agreement is subject to the laws of the state of Michigan. Any legal action must be taken in Livingston County.

Entire agreement:

This constitutes the entire agreement between the parties. Any modifications or additions must be attached in writing and signed by all parties to this agreement. No oral modifications or additions will be considered to be a part of this agreement unless reduced to writing and signed by all parties.

I have read this agreement and understand it. I further understand that by signing This agreement; I am voluntarily surrendering certain legal rights in exchange for the receipt of certain services.

Initial _____

The parties have executed this agreement this _____ day of _____,
(Year) _____.

WBPH Agent Name: (print) _____

WBPH Agent Signature: _____

W. Brown Performance Horses Located At: 10426 Chase Lake Road

Fowlerville, MI 48836 Phone: 586-944-6760

Participant Name: (print) _____

Participant Signature: _____

Address: _____

Telephone: _____

E-Mail Address: _____