



UP AND OUT MINISTRIES
UP AND OUT YOUTH RANCH
UP AND OUT VAULTERS
2520 N 48th Ave
Mears, MI 49436

General Liability Release Form

Under Equine law, and equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activity

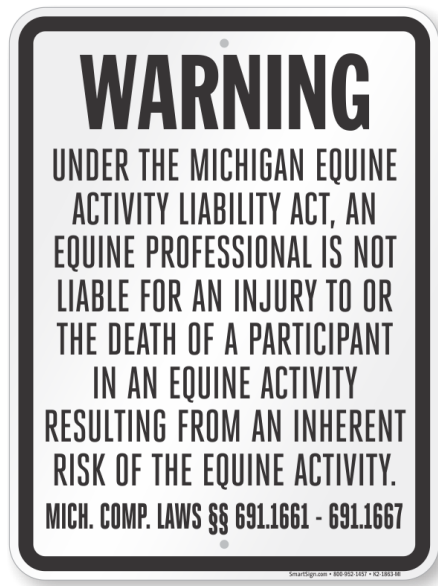
AGREEMENT TO ASSUME ALL RISKS AND WAIVER OF RIGHTS TO SUE:

This is my agreement with Up and Out Ministries, the Up and Out Youth Ranch, Up and Out Vaulters or any other facility where I participate in equine activities and the sport of horse vaulting:

Participation in horse activities/vaulting and/or being present on the grounds of any facility poses risks of death or injury to me and my invitees and to those who may be in attendance or participating with me due to, but not limited to:

1. Vaulting does not require helmets or protective footwear
2. Horses have a propensity to behave in dangerous ways, which may result in death or injury to participants regardless of the equine's previous training and past performance.
3. It is impossible to predict a horse's reaction to sound, movements, objects, persons or animals.
4. Surface or subsurface defects pose hazards to participants in vaulting/horse related activities.
5. My own negligence and/or the negligence of all others, including employees, agents, representatives or volunteers of Up and Out Ministries, Up and Out Youth Ranch, Up and Out Vaulters, including but not limited to operator error.
6. The potential for a participant to fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to act in a manner consistent with the person's abilities.

I understand the descriptions of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.



With full knowledge of these risks:

- 1) **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH,** or loss of damage to person or property, whether caused by negligence or otherwise, the following named entities, herein referred to as releases:
 - a. Up and Out Ministries, Up and Out Youth Ranch, Up and Out Vaulters and:
 - b. The leaders, members, parents of members, coaches, longeurs, and volunteers, in any way connected with any horse activity or any horse vaulting event, practice lesson or any related activity and:
 - c. The facility and its owners, subcontractors, volunteers, employees, or agents, in any way connected with any horse vaulting event, practice, lesson, or any related activity; for injury, death, or property damage, even if the injury, death or property damage are the result of errors, omissions, or negligent acts.
- 2) I also agree to reimburse Up and Out Ministries, Up and Out Youth Ranch, Up and Out Vaulters for any litigation costs they incur (such as reasonable attorney's fees, appeals, and court costs) if I file any claim or suit against them in spite of my agreement not to sue.
- 3) The releases, their representatives, agents and volunteers and vessels from liability and responsibility whatsoever and for any claims or causes of actions that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold the releases harmless and indemnify them in conjunction with any injury, disability, death, or loss damage to person or property that may occur as a result of engaging in the above activities.
- 4) By entering into this agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this Agreement.
- 5) We realize we are subject to injury or death from this activity to which we are exposing ourselves purely voluntarily.

I have read the above Declarations, understand them, and I agree to be bound by them. I also release approval to use pictures of myself or minors for promotional and club/ministry related events.

The participation in the sport of horse vaulting shall be governed by Michigan law, and I knowingly waive my rights to sue and knowingly agree to assume all risks in accordance with the provisions of the State of Michigan.

I also give Up and Out staff permission to seek medical attention for my child if necessary.

I have read this agreement and I understand it:

Minor Name #1 _____ DOB: _____

Minor Name #2 _____ DOB: _____

Minor Name #3 _____ DOB: _____

Allergies: _____

Address: _____ Email: _____

Emergency Contact: _____ Phone: _____

Print Name: _____ Date: _____

Legal Signature: _____ Date: _____