

**HAMPTON GREEN FARMS, INC  
RELEASE AND INDEMNITY AGREEMENT**

THIS RELEASE AND INDEMNITY AGREEMENT (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_ by and between HAMPTON GREEN FARMS, INC. a Michigan Corporation (together with its officers, directors, shareholders, employees, agents, representatives and affiliates collectively referred to as “HGF”) and \_\_\_\_\_, (and if the foregoing is a minor, their parent or guardian) together with and for his or her family, heirs, administrators, executors, trustees, assigns and legal representatives (collectively referred to as the “Releasor”)

**WARNING**

**UNDER FLORIDA LAW, AN EQUINE ACTIVITY SPONSOR OR 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 ACTIVITIES. (FLORIDA STATUTES 773.04)**

**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.**

IN CONSIDERATION of being permitted to participate today and on any future days in equine activities of Hampton Green Farm, including, but not limited to boarding, training, exercising, riding, or caring for horses and ponies stabled at Hampton Green Farm, and the following mutual premises contained herein, the parties hereto agree as follows:

1. Releasor has read the above warning as required by Florida/Michigan law and agrees in full to its provisions. Releasor further understands that it is Releasor’s responsibility to carry full and complete insurance coverage on any and all horses owned by the Releasor boarding at Hampton Green Farm, and on any and all personal property located at Hampton Green Farm, including tack and equipment, trailers and barn materials.
2. Releasor acknowledges the inherent risks associated with any equine activity and assumes full responsibility for any and all risks including, without limitation, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, and the unavailability of emergency medical care. **RELEASOR AGREES TO FOREVER RELEASE AND HOLD HARMLESS HGF, ITS INDEPENDENT CONTRACTORS, ADMINISTRATORS, TRUSTEES, SUCCESSORS AND ASSIGNS, AND KIMBERLY L. VANKAMPEN BOYER, HER EMPLOYEES, INDEPENDENT CONTRACTORS, HEIRS, ASSIGNS, ADMINISTRATORS, AND TRUSTEES (TOGETHER THE “HGF PARTIES”) FROM, NOT LIABLE FOR ALL LIABILITY WHATSOEVER AND AGREES NOT TO SUE THE HGF PARTIES ON ACCOUNT OF OR IN CONNECTION WITH ANY OR ALL CLAIMS, DEMANDS, RIGHTS OF ACTION OF WHATSOEVER KIND OR NATURE, EITHER IN LAW OR EQUITY, ARISING FROM, BY REASON OF, BODILY INJURY, DEATH AND/OR PROPERTY DAMAGE AS A RESULT OF AN ACCIDENT WHICH MAY OCCUR AS THE RESULT OF PARTICIPATION IN AN EQUINE ACTIVITY OR ANY OTHER ACTIVITY IN CONNECTION WITH HGF AND /OR**

**RELEASOR:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

KIMBERLY L. VANKAMPEN BOYER, WHETHER OR NOT ATTRIBUTABLE TO NEGLIGENCE.

3. RELEASOR AGREES TO INDEMNIFY, DEFEND AND HOLD THE HGF PARTIES HARMLESS FOR ANY LOSSES, CLAIMS, DAMAGES, LIABILITIES AND OBLIGATIONS OF ANY KIND, INCLUDING REASONABLE ATTORNEYS FEES INCURRED IN DEFENDING OR SETTLING SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES AND OBLIGATIONS, ARISING OUT OF OR IN ANY WAY RELATED TO AN EQUINE ACTIVITY OR OTHER ACTIVITEIS AT HAMPTON GREEN FARM.
4. Releasor agrees that the land and surrounding area on which the Hampton Green Farm facility is located including, but not limited to pastures, paddocks, roads and trails, may contain hidden defects unknown and unascertainable to HGF. Releasor agrees that, while every effort will be made by HGF to seek and repair any dangerous condition on the land, a latent defect is a possibility given the nature of the activities on the property. Releasor agrees to hold the HGF Parties completely harmless from, not liable for, and completely released from all liability and agrees not to sue them on account of or in connection with any injury, death or bodily harm sustained by Releasor or his/her/its horse due to a latent defect of the HGF property.
5. Releasor agrees to waive the protection afforded by any statute or law in any jurisdiction 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.
6. Releasor agrees to abide by the Barn Rules and Regulations of HGF as posted on the premises, from time to time.
7. This contract is nonassignable and nontransferable and is made and entered into in the state of Florida/Michigan [strike one] 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.
8. HGF agrees to provide a reasonably safe boarding and riding facility, but is in no way accepting responsibility for the inherent risks, or limiting such risks, attributable to equine activities.

WHEREFORE, THE PARTIES HERETO have set their hands and seal to this Agreement and agree to the mutual promises contained herein as the entire understanding of their agreement, and all parties agreeing to be legally bound hereby.

**RELEASOR:**  
THE UNDERSIGNED ACKNOWLEDGES  
AND AGREES THAT HE/SHE HAS READ  
AND UNDERSTOOD THE NATURE AND  
TERMS OF THIS AGREEMENT.

**HAMPTON GREEN FARMS, INC.,**  
a Michigan Corporation

By: \_\_\_\_\_

Kimberly L. VanKampen Boyer  
Its: President

\_\_\_\_\_

Name  
Printed \_\_\_\_\_

Address: 13285 Southfields Road  
Wellington, Florida 33414

Address: \_\_\_\_\_

5440 E. Farr Road  
Fruitport, Michigan 49415

Tele. # \_\_\_\_\_

Date: \_\_\_\_\_

**RELEASOR:** \_\_\_\_\_ **DATE:** \_\_\_\_\_