



# Media, Liability, & Equine Waiver

## Media Crowd Release

By entering an event or program at Bowers School Farm, visitors are entering an area where photography, audio and video recording may occur. Your entry constitutes your consent to such photography, filming and/or recording and to any use, in any and all media in perpetuity, of your appearance, voice and name for any purpose in connection with Bowers School Farm. Visitors understand that all photography, filming and/or recording will be done in reliance on this consent given by you by entering this area.

By purchasing tickets and/or entering the event premises, you waive and release any claims you may have related to the use of recorded media of you at the event, including, without limitation, any right to inspect or approve the photo, video or audio recording of you, any claims for invasion of privacy, violation of the right of publicity, defamation, and copyright infringement or for any fees for use of such record media.

It is intended that any media will be used in support of Bowers School Farm.

**If you do not agree to the foregoing, please do not enter Bowers School Farm during an event.**

## General Liability Release - Assumption of Risk

I, the undersigned, parent or legal guardian, understand and acknowledge that I am fully aware of and assume the risks (including but not limited to the risk of serious bodily injury up to and including death, property loss and/or damage) from my participation in recreational activities or being on the property at Charles L. Bowers Farm, 1219 Square Lake Road, Bloomfield Hills, MI 48304, and operated and maintained by Bloomfield Hills Schools, ("BHS"). I recognize my responsibility to participate only in those activities for which I have the required skills, qualifications, training and physical conditioning, and to follow any posted rules. I further acknowledge and understand that I am accepting "AS IS" the farm and the condition of the farm property, and further acknowledge that NO REFUNDS will be provided to me with respect to any aspect of the farm, festival, or facilities. I understand that BHS shall have no responsibility to pay for medical treatment and related costs if I am injured. I agree, personally and on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my use of the farm. To the fullest extent allowed by law, I hold harmless and agree to indemnify BHS, its elected officials, officers, directors, faculty, staff, volunteers, employees and agents, from and against any present or future claim, cause of action, loss or liability for injury to person or property, which I may suffer or for which I may be liable to any other person, related to my use of the farm, resulting from any cause whatsoever, and regardless of fault. I am at least eighteen years of age and have carefully read and freely signed this Liability Waiver and Release Form. I understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this agreement shall be governed by the laws of the State of Michigan (excluding its conflict of laws principles).

I have read the above Waiver and Release, and understand that by signing below, I have given up substantial rights on behalf of myself or my child.

## Equine Waiver for Horse/Pony Rides

In consideration of my participation in equine and related activities at Bowers School Farm (hereinafter "Farm"), which I understand and acknowledge could be hazardous to my health and may result in bodily injury, I agree to assume all risks of injury arising out of such participation. I further agree, for myself and my heirs, assigns and legal representatives, to hold Harmless the Farm and the Bloomfield Hills School District (hereinafter "District"), its Board Members, administrators, employees, agents, independent contractors and the Farm or anyone connected with its operation, from any and all claims and causes of actions of any nature for any and all personal injury or illness, including death, which may occur or which may be aggravated during participation in equine and related activities, either on or off the premises of the Farm. I further agree to indemnify the Farm and the District, its Board Members, administrators, employees, agents, independent contractors and the Farm and its agents, employees, servants or anyone connected with its operation, for any costs, expenses, damages or legal fees which may be incurred as a result of any breach or violation of this Agreement and Release, if such breach results in injury or death to any person(s) engaged in equine or related activity at the Farm, without regard to whether such injury or death is alleged to have resulted from any act of negligence of the Farm, by its employees, agents, servants or anyone connected with its association.

**WARNING:** Under the Michigan Equine Activity Liability Act, an equine professional is not liable for any injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity (PA 351 of 1994).

**I have read and understand the Media Crowd Release, General Liability Release - Assumption of Risk, Equine Waiver, and I hereby agree to such terms for myself and family.**

Name of Participant (printed): \_\_\_\_\_

Email: \_\_\_\_\_

Name of Guardian if a minor participant: \_\_\_\_\_

Signature of adult participant or Guardian if minor: \_\_\_\_\_ Date: \_\_\_\_\_