

KENSINGTON METROPARK

2240 W. Buno Road
Milford, MI 48380
(248) 685-1561 or (800) 477-3178

www.metroparks.com

HORSE TRAIL RIDING PERMIT

NAME: _____ TAG # _____:

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: (_____) _____ WORK PHONE: (_____) _____

EMERGENCY CONTACT: _____ PHONE: (_____) _____

Would you be willing to work with the trails committee on the development and maintenance of the trail system?

YES _____ NO _____.

To ride in Kensington Metropark, the rider must affix their personal registration tag to the left side of the horse's bridle for recognition by the Park Police Officers. This requirement will be strictly enforced.

All vehicles entering the Horse Staging Area will require either a day or annual Metropark Vehicle Permit. These are obtainable at the Park Office or tollbooth. Current fees are: \$4.00 per vehicle or the annual Metropark permits are \$20.00.

Kensington Metropark has developed a limited horseback riding trail system to determine how this activity will blend with many activities that now occur in the park. The continuation of the riding program will rely on the safe and conscientious use of the trails by all riders. Listed below are the rules and regulations, which each rider needs to follow.

HORSE TRAIL RULES AND REGULATIONS

1. Horses must remain on established trails. Horses are limited to designated trails north of Buno Road and east of Park Route #1, south to the Kent Lake Road entrance. Also, west of Park Route #3 and south of Buno Road on designated trails only. Riders found in other areas will be escorted out of the park.
2. Horses may **NOT** ride on/in **park roads, beach areas, picnic areas, Nature Study Area, Farm Center, Group Camp sites and/or service center areas.**
3. Riders must not chase or harass wildlife.
4. The cleaning of horse trailers is **NOT** permitted in the staging area.
5. Any injuries sustained while in the Metropark must be reported to Park Police as soon as possible. (Contact the Park Office).
6. Riders are encouraged to report trail problems to the Kensington Metropark Office.
7. Riders are expected to comply with HCMA Rules and Regulations regarding preservation of property, fires, alcoholic beverages, dogs, disposal of refuse, etc. A complete listing of rules may be obtained at the Park Office.
8. Riders will be held liable for damage to park property.
9. Respect the property of the park's neighbors - ride only on designated park trails.
10. **During periods of snow cover, riding is only permitted on the portion of the trail from the Staging Area to the Milford Road entrance and then along the East Trail to the expressway. The trails are CLOSED during periods of ground thaw.**
11. It is the responsibility of each rider to maintain control of the horse at all times. Carelessness, or disregard for other park users will cause a loss of riding privileges in the park.
12. **DOGS ARE NOT ALLOWED ON THE HORSE TRAILS.**

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INDEMNITY AND RELEASE OF ALL CLAIMS

Relating to

HORSE-MOUNTED USE OF H.C.M.A. METROPARKS

The Undersigned person, (FILL IN NAME) _____ has applied to the Huron-Clinton Metropolitan Authority (the "Authority") for permission to ride on horseback over portions of Kensington Metropark (the "Park"), a park maintained by the Authority. The undersigned personally understands that the Park was not developed for the purpose of accommodating horse-mounted activities and that (A) no assurances can be given by the Authority as to the suitability of any portion of the park for such use, including the absence of pits, holes, traveled roadways, debris, fences, wires, brush, low tree limbs, and other conditions of terrain or vegetation likely to prove hazardous to horse-mounted activities, and (B) no responsibility can be assumed by the Authority for any adverse consequence of horse-mounted activities in the park. Accordingly, the undersigned DOES HEREBY RELEASE, ABSOLVE, AND FORGIVE the Authority of each and every claim, complaint, liability, penalty, damage, suit, judgement loss, cost or expense (collectively "Claims;" each Individually, a "Claim") arising out of, connected with or in any way related to the undersigned person's entry, presence or movement upon or within the Park while mounted on horseback or leading or in actual or nominal possession, charge or control of a horse, either singly or in company with others (collectively "Mounted Entries", each Individually, a "Mounted Entry") including any and all claims pertaining to a personal injury or death of the undersigned and/or injury to or destruction of any horse or other personal property; and the undersigned person further DOES HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE AUTHORITY from and against any and all Claims (including Claims for personal injury or death, or for injury to or destruction of animals or property) of any third party or parties, including specifically members of any group with which the undersigned is affiliated and any other person, estate or legal entity, arising out of, connected with or in any way related to any Mounted Entry on the part of the undersigned. This indemnification shall apply to all Claims asserted against or imposed upon the Authority Individually, jointly and severally, concurrently, or alternatively whether or not together with any other person or persons, including the undersigned. The various provisions, assurances and undertakings of release and indemnity herein given to the Authority by the undersigned shall be renewed upon each and every Mounted Entry by the undersigned, irrespective of the lapse of time after the date hereof.

I have read and understand the horse trails rules and regulations. I realize that my continuing use of the trails is contingent upon my compliance with all of the rules and regulations listed herein.

Date: _____

Signed: _____

(Parent or Guardian if rider is Minor under Age 18.)

IMPORTANT DOCUMENT PLEASE READ CAREFULLY BEFORE SIGNING.

Signature _____

The Kensington Trail Riders Association

Indemnity and Release of All Liability

I, _____ the undersigned, wish to participate in The Kensington Trail Riders Association event, scheduled on _____. I understand that during portions of this event I will be in close proximity to one or more horses under circumstances which may expose me to some risk of injury, because of the nature of horses, the facility, and the activities in which I will be engaged.

In consideration of The Kensington Trail Rider Association allowing my participation in this event, I, on behalf of myself, and my heirs, administrators, personal representatives, assigns and children and spouse, if any, do hereby agree to hold harmless, release and discharge The Kensington Trail Riders which includes its officers, directors, members, agents, representatives, affiliates and insurers, of and from all claims, demands, causes of action and legal liability whether known or unknown, anticipated or unanticipated, due to the ordinary negligence of The Kensington Trail Riders Association. I shall not bring any claims, demands, legal actions or causes of action against The Kensington Trail Riders Association for any damage or loss due to bodily injury, death or property damage arising out of my participation in this event.

NOTICE: Please read this form before signing. Signing this document affirms that you have read it and understand it in its entirety.

WARNING

The Equine Activity Liability laws of the State of Michigan, Section 691.1663 states among its statutory provisions that under the Michigan Equine Activity Liability Act (MEALA), 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.

Signature of Participant

Date

X _____

Signature of Parent/Guardian (if Participant is a Minor.)

Date

X _____

Please print, read, sign and send to:

Kensington Trail Riders P.O. Box 453 Milford MI. 48381