

THE STABLES ON HORSE FARM ROAD, LLC
1450 Horse Farm Road
Divernon, IL 62530

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

PARTICIPANT

NAME: _____ AGE: _____

ADDRESS: _____

CITY/STATE: _____ ZIP: _____

HOME PHONE: _____ CELL PHONE: _____

BUSINESS PHONE: _____

DESCRIPTION OF RISKS

Each Participant understands that there are risks that are an integral part of equine activities and otherwise dealing with horses and ponies, including but not limited to:

- The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; which behavior may include, without limitation, a propensity to kick, bite, buck, shy, stumble, bolt, or rear without warning.
- The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons, or other animals, or other things.
- That there may be hazards including, but not limited to, surface or subsurface conditions.
- The possibility of collision with another equine, another animal, a person, or an object.
- The potential of an equine activity Participant to act in a negligent manner that may contribute to injury, death, or loss to the Participant or to other persons, including, but not limited to failing to maintain control over an equine or failing to act within the ability of the participant.

WARNING

Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

1. I, _____, the undersigned have read, understand, and freely and voluntarily enter into this **Release of Liability and Hold Harmless Agreement** with The Stables on Horse Farm Road, LLC (the "Company"), its staff, employees, officers, managers, members, and owners. I understand that this **Release of Liability and Hold Harmless Agreement** is a waiver and release of any and all liabilities associated with or arising from my participation in or viewing of equine activities at the facilities owned or operated by Company. This **Release of Liability and Hold Harmless Agreement** is provided in consideration of my use and enjoyment today and all future dates of the property, facility and services of Company.
2. I understand and acknowledge that there are risks inherent in dealing with equines (including horses, ponies, mules, donkeys, and hinnies) and participating in, viewing and engaging in equine activities as itemized above. I do hereby expressly and unconditionally accept all of those risks and the potential dangers and liabilities arising therefrom and expressly waive any and all claims for any injury or loss arising therefrom.
3. Understanding those risks, potential dangers and liabilities, I hereby expressly release, hold harmless and indemnify the Company, its staff, employees, officers, managers, members, and owners and anyone else directly or indirectly connected with the Company from any and all liability, accident, claim, injury, death, demand, cause of action, damage, theft, judgment, or expense, including reasonable attorney fees, which may in any way arise from or be in any manner connected with Participant's use of or presence upon Company's facilities or otherwise arising from or incidental to participation in equine activities, electing to mount and ride a horse, or being a spectator at equine activities at the Company's facilities.
4. I understand and recognize and warrant that this **Release of Liability and Hold Harmless Agreement**, is being voluntarily and intentionally signed and agreed to, and that in signing this **Release of Liability and Hold Harmless Agreement** I know and understand that this Agreement further limits the liability of equine professionals.
5. I recognize and agree that I know which equine professional(s) I will be working with, and said equine professional(s) will be responsible for having their own liability insurance.
6. Participant agrees that Participant has been given sufficient time to read, and understand and ask questions, if any, concerning that nature and scope of this **Release of Liability and Hold Harmless Agreement**.
7. This **Release of Liability and Hold Harmless Agreement** may not be altered, amended, or modified except in writing and signed by both parties. This **Release of Liability and Hold Harmless Agreement** shall be governed by the Laws of the State of Illinois.

8. I, _____, (student/rider above named, if minor, parents/guardians) hereby grant permission and authority to the Company, its officers, staff and employees to act for us in executing verbal instructions (if unable to contact us) to act for us in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention for the Participant named above in the event of any perceived medical emergency. I hereby covenant and agree to release and hold harmless from liability the Company, its officers, staff and employees from any liability or expense connected with obtaining prompt medical attention for the Participant.
9. The terms used herein shall have the meanings and definitions ascribed to them by the Equine Liability Act (745 ILCS 47/1 et seq).

MINORS

If the Participant is a minor, the undersigned declares that the undersigned is the parent or legal guardian of the minor named below. The undersigned has read the foregoing **Release of Liability and Hold Harmless Agreement** and in consideration of the Company allowing such minor entry onto its premises and/or allowing such minor to participate in equestrian activities, hereby agrees that all of the terms and conditions contained herein shall apply to such minor and shall be binding upon the undersigned and the minor.

NOTICE: Wearing an ASTM/SEI approved hard hat is REQUIRED while riding or driving.

Executed this _____ day of _____, 20____

***If under 18, the parent or guardian must read the above and sign below indicating his/her acceptance.**

Print Participant's Name: _____

Participant's Signature: _____

Print Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____