

CHAIN-O-LAKES STATE PARK RIDING STABLES

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

I, _____ hereinafter the "Undersigned"

Street Address _____ City _____ State _____

On behalf of my personal representatives, heirs, next-of-kin, spouse and assigns, I HEREBY:

1. Have my sense of balance, physical coordination, and ability to follow instructions.
2. Acknowledge the potential for a participant to fall to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including falling to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities, take acknowledge that a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles, or bridles may loosen or break-all of which may cause the rider to fall or be jolted,. Also, broken bones, severe injuries to the head, neck, and back. Collisions with trees, brush, and other animals or objects may occur, which may result in serious injury or death.
3. Acknowledge exposure to outdoor elements, including, but not limited to avalanche, rock fall, inclement, weather, thunder/lightning, severe, and or varied wind, temperature and all other weather conditions. Also, attacks may be encountered with insects, reptiles, and/or animals. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accidents.
4. Acknowledge the domesticated animal may also react in a dangerous manner when condition or treatment is considered hazardous to the welfare of the animal. The propensity of an equine (horse) to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance.
- 5.. Acknowledge that horseback riding is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
6. Voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment and gear provided to me by Stable.
7. RELEASE, DISCHARGE AND PROMISE NOT TO SUE the Stable, doing business under its own name or any other name and/or any of its owners, officers, employees, and agents (hereinafter the "Releasees"), for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
8. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders.
9. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Stable and its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment or gear provided therewith or any acts or omissions of wranglers or other employee or agents.
10. Agree to abide by and follow any instructions given or rules established by the Stable or any of its employees, guidelines or wranglers with regard to my use of the horse or any equipment or gear provided therewith.
11. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Illinois and is intended to be as broad and inclusive as is permitted by Illinois law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
- 12.. Acknowledge that this document is contract and agree that if a lawsuit is filed against the Stable or its owners, agents, employees, guides or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND RELEASE ANY INDEMNITY FOR ALL CLAIMS. WARNING UNDER THE EQUINE ACTIVITY LIABILITY ACT, EACH PARTICIPANT WHO ENGAGES IN A EQUINE ACTIVITY EXPRESSLY ASSUMES THE RISKS OF ENGAGES IN AND LEGAL RESPONSIBILITY FOR INJURY, LOSS, OR DAMAGE TO PERSON OR PROPERTY RESULTING FROM THE RISK OF EQUINE ACTIVITY 745 I.L.C.S. 47/

MEDICAL DISCLAIMER I hereby declare that I am physically fit. I do not ,and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during riding activities:

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness. I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of riding activities, I will notify the instructor/guide/employee of the insured immediately and before moving away from the immediate vicinity.

Initial

PROTECTIVE RIDING HELMET - Initial on the line, one of these two choices: **I Do** ____ **I Do Not** ____ wish to wear a riding helmet. I understand a helmet is recommended and available free of charge for use I have been fully warned and advised by Chain O'Lakes Ridging Stable that we should wear a properly fitted helmet in order to reduce some or all of our head injuries as the result of a fall or any other occurrence associated with this hazardous activity. We realize that we are subject to injury from this activity to which we are exposing ourselves purely voluntarily.

DATE _____ **SIGNATURE** _____

PARENT/GUARDIAN WAIVER - FOR MINOR

If the person who is to enter into this agreement (referred to as the "Undersigned" above) is under eighteen (18) years of age, his/her parent or guardian must read and sign the following:

I, _____ as parent, natural guardian or legal guardian of

(Hereinafter "the minor") hereby affirms that he/she had read the Agreement, understands the Agreement and understands that the Agreement is a release of all claims for injury, death and property damage, and understand and consents to the terms on behalf of him/herself and on behalf of the minor, and agrees to indemnify and save and hold harmless the Releasees from any loss, liability, damage, or cost they may incur because of any defect in or lack of capacity to act on behalf of minor in executing this Agreement.

MEDICAL DISCLAIMER I hereby declare that I am physically fit. I do not ,and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during riding activities:

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness. I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of riding activities, I will notify the instructor/guide/employee of the insured immediately and before moving away from the immediate vicinity.

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Parent/Guardian Signature