

RELEASE, WAIVER, HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT

The undersigned, as a Participant/Spectator/Visitor/Guest/Volunteer (collectively "**Participant**"), on his/her own behalf and, if applicable, as the Parent/Legal Guardian of a minor Participant (minor included as "**Participant**"), for good and valuable consideration, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless, Defend and Indemnification Agreement ("**Release**"):

1. **Assumption of Risk and Waiver:** Participant understands and accepts the risks of engaging in Equine Activities, as well as merely being near a horse, pony, donkey or mule (collectively "**equine**"), including, illness, injury, death, property damage, or any other loss (collectively "**Loss**") resulting from faulty tack and equipment, a failure of Released Parties to make a reasonable and prudent effort to determine the ability of Participant to engage safely in the equine activity or manage safely the particular equine, and/or resulting from a dangerous latent condition on the real property, as well as: (i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (ii) The unpredictability of an equine's reaction to sounds (ex.: machinery, equipment, doors, snow and ice falling, rain, wind, thunder, voices, ATV's, gun shots, vehicles, etc.), sudden movement, and unfamiliar objects, persons, other animals (ex.: leashed or unleashed dogs, wildlife, livestock, etc.), or other things (ex.: barrels, gates, poles, flowers, flags, golf carts, whips, etc.); (iii) Certain hazards such as surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery, hard, or deep footing or flooring, flooding, other dangerous latent conditions on the real property, etc.); (iv) Collisions with other equines or objects; and (v) The potential of a participant to act in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over the animal, or not acting within his or her ability (collectively "**Inherent Risks**"). Participant understands that equines are powerful and have the potential to be dangerous even without warning resulting in Loss. Participant represents and warrants that he/she has no physical or mental handicaps which would inhibit, interfere or be affected by engaging in Equine Activities, that he/she is taking no medications or drugs which would affect his/her ability to safely engage in Equine Activities, and his/her riding ability is commensurate with the equine(s) and equipment used by Participant. Participant agrees that engaging in Equine Activities under this Release includes, but is in no way limited to, those activities sponsored, organized or hosted by Released Parties, those activities defined in the Illinois Equine Activity Liability Act, as well as riding, petting, leading, mounting, feeding, holding, watching, boarding, and/or trailering equines, and merely being in the vicinity of equines (collectively "**Equine Activities**"). Participant agrees that the listed Inherent Risks are just a sampling and not all the possible risks. Participant understands and agrees that he/she is required to wear an ASTM-standard F1163/SEI-certified equestrian helmet ("**Helmet**") to ride an equine. Participant is not relying on Released Parties to provide, guarantee the safety or proper fitting, or monitor the wearing of a Helmet. Participant agrees that he/she understands and agrees to assume the risks and dangers inherent in Equine Activities, agrees to at all times to be responsible for his/her personal health and safety, to purchase and maintain his/her own health and liability insurance, remain financially responsible for his/her medical expenses, and waives his/her right to any claims arising from participation in or observation of any Equine Activities on or off the premises of Released Parties. The following shall be included as Released Parties under this Release: Birch Hill Farm, On Course Riding Academy, Ltd., Pete Nathan, Valerie Buesching, the owner, lessor, and/or lessee of the equine involved in the Equine Activity and/or Loss, the owner, lessor, and/or lessee of the real property where the Equine Activity or Loss occurred, and their respective spouse, heirs, beneficiaries, agents, assigns, employees, volunteers, independent contractors, working students, sponsors, instructors, visitors, members, managers, officers, directors, owners, and others acting on their behalf (collectively "**Released Parties**").

2. **Release/Hold Harmless/Defend/Indemnify:** Participant agrees to release, hold harmless, defend, and indemnify Released Parties for any Loss incurred by Participant or to Participant's property even if such Loss is caused in whole or in part by negligence, gross negligence, or other fault of Released Parties (other than willful and wanton or intentional misconduct), and for any Loss arising out of the use or rental of equines or equipment, either in lesson or in open riding while on the premises of Released Parties or at any event on or off the premises of Released Parties.

3. **Governing Law/Time Limitation/Attorneys' Fees/Jury Waiver:** This Release shall be construed and enforced in accordance with Illinois law. All disputes relating to the interpretation and enforcement of this Release shall be resolved exclusively by the state court in Lake County, Illinois. Participant submits to this jurisdiction and venue for such purpose. Participant agrees that this Release does not expire and that any and all claims and/or causes of actions for Loss by Participant against the Released Parties surviving this Release must be brought within one (1) year of the date accrued and any claim for personal property Loss is limited to \$250.00 (Two Hundred and Fifty Dollars). Participant agrees to reimburse Released Parties for any attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Release and/or in defending or prosecuting any claims or causes of actions involving, or in any way relating to, Participant. Participant agrees to waive trial by jury in any action, proceeding, or claim brought by Participant against Released Parties on any matters related to, arising out of, or connected with this Release.

4. **Severability/Modification:** If any provision of this Release shall be found invalid or unenforceable, neither the remainder of this Release nor the application of such provision to any other person or circumstance shall be affected thereby, and each provision of this Release shall be valid and enforceable to the fullest extent permitted by law. This Release can only be modified in writing signed by Participant and Valerie Buesching.

5. **Participant Certification:** Participant certifies that he/she has read this entire Release and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant, Participant's parents, spouse, heirs, agents, trustees, beneficiaries, representatives, relatives, successors, and assigns, to be bound by all of the Release terms and conditions, certifies that Participant signs below voluntarily, understands that the signing is required to participate in Equine Activities, and knows that Participant has other facilities to choose from to engage in Equine Activities.

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

Date: _____ Signature: _____ Address: _____
Participant signing on my own behalf and if applicable on behalf of my minor child

Printed Name: _____ Phone/E-Mail: _____

Emergency Contact Name/Phone/Relationship: _____

Minor Participant's Name and Date of Birth: _____