

LIABILITY RELEASE, WAIVER, HOLD HARMLESS & INDEMNIFICATION AGREEMENT

The undersigned, as a Participant/Spectator/Visitor/Volunteer/Guest/Client (“Participant”), on his/her own behalf and, if applicable, as the Parent(s)/Legal Guardian(s) of a minor (collectively “Participant”), for good and valuable consideration, agrees to the following terms and conditions of this Agreement

<p>1. Participant is responsible for full and complete insurance coverage on his horse (if owned by Participant), personal property and himself.</p> <p>2. Participant understands there are inherent risks in and around equine activities, whether mounted or unmounted. Risks inherent in equine activities means dangers or conditions that are an integral part of equine activities, including but not limited to: the propensity of an equine to behave in ways that may result in injury or harm or the death of persons around the equine: including bucking, biting, kicking, rearing, shying, falling, or stepping on people; the unpredictability of an equine’s reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals; hazards, such as surface and subsurface ground conditions; collisions with other equine or objects; or the potential of another participant to act in a negligent manner that may contribute to injury to Participant or others such as failing to maintain control over the equine or to not acting within the person’s ability.</p> <p>2a. Participant understands there are inherent risks while trail riding. Risks inherent to equine trail riding means dangers or conditions that are an integral part of equine activities, including but not limited to: hazards such as surface and sub surface ground conditions, including holes marked and unmarked, other animals wild and domestic, actions of other riders, all weather conditions, actions of all types of machinery and vehicles, including but not limited to noise, objects coming from, collisions and injury.</p> <p>3. PARTICIPANT EXPRESSLY ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT’S USE OF OR PRESENCE UPON THE ON RELEASEES’ PROPERTY AND OR FACILITIES, including, without limitation but not limited to: the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.</p> <p>4. Participants agrees to hold On Eagle’s Wings Equine Center LLC, Gary Hoffman, Marie Hoffman, Moura Burns, Michelle Dobosz Elinor Pacey, and each of their respective successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees, agents, heirs, and assigns (“Releasees”) completely harmless and releases each of them from all liability whatsoever and AGREES NOT TO SUE Releasees on account on or in connection with any claims, causes of action, injury, property damage, including consequential damages, except if the damages are caused by Releasees gross negligence.</p>	<p>5. Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the persons giving the release does not know or suspect to exist at the time of executing the release.</p> <p>6. Participant agrees to indemnify and defend Releasees against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys’ fees, which in any way arises from Participant’s use of or presence upon Releasee’s property and facilities.</p> <p>7. Participant agrees to abide by all Releasees’ rules and regulations, and Participant is responsible for using protective gear, i.e. hard hat and boots.</p> <p>8. If Participant is using Participant’s horse, the horse shall be free from infection, contagious or transmissible diseases. Releasees reserve the right to refuse horse if not in proper health or is deemed dangerous or undesirable.</p> <p>9. This Agreement is non-assignable and non-transferable and is made and entered into the State of Illinois, and shall be enforced and interpreted under the laws of this State. Should any clause be in conflict with State Law, then that clause is null and void. Any claim under this Agreement shall be filed in Illinois, Cook County, and shall be filed within one (1) year of the date the claim accrued or be waived.</p> <p>10. Participant consents to the use of any video images, photographs, audio recordings, or any other visual or audio reproduction or written quote that may be taken of the participant during the activity to be used, distributed, or shown as the above said organization sees fit.</p> <p>11. Participant agrees to reimburse Releasees for any and all attorneys’ fees and costs incurred by Releasees in enforcing the terms of this Agreement and/or in defending or prosecuting any claims or causes of action involving, or in any way relating to Participant.</p> <p>12. Participant certifies that he/she has read this entire Agreement and understands, agrees, and intends on his/her own behalf, and on behalf of a minor Participant (if applicable), spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein.</p> <p>WARNING: Under Illinois law, an equine activity sponsor or equine professional is not liable for injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.</p>
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Date: _____
 Signature: _____
 Participant signing on own behalf **and** as
 Parent/Legal Guardian of Minor Participant
 Signer’s Printed Name _____
 Address: _____

 Phone: _____

Signature: _____
 Add’l Parent/Legal Guardian of Minor Participant
 Signers’ Printed Name: _____
 Address: _____

 Phone: _____

Minor Participant’s Name and Date of Birth: _____