

Hooves to Heal, NFP
20604 Collins Rd. Marengo, Illinois 60152
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Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE.

In consideration for allowing the undersigned to handle/ride a horse as a participant, volunteer, or staff at Hooves to Heal, NFP and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, the undersigned:

1. Acknowledges that a horse or mule may, without warning or any apparent cause, buck, stumble, trip, roll, 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 be jolted, resulting in serious injury or death.
2. ACKNOWLEDGE THAT HANDLING HORSES IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISK, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performances.
3. Voluntarily assumes the risk and danger of injury or death inherent in the handling of the horse and use of saddles, bridles, equipment, and gears provided to me by the Releases and furthermore voluntarily assumes the full responsibility for conferring with by physician regarding participation in equine activities.
4. Releases, discharges and promises not to sue Hooves to Heal, NFP its volunteers, employees, officers, agents, stable and its owners, employees and agents for any loss, damage, injury (including death) or cost to my or my child's person or property arising out of handling a horse, or use of saddles, bridles person or property arising out of handling a horse, or use of saddles, bridles equipment or gear provided by Hooves to Heal, NFP.
5. Releases Hooves to Heal, NFP, its volunteers, employees, officers, stable and its owners, employees and agents from any claim that such parties were negligent in connection with my or my child's handling of or riding of a horse, including but not limited to training or selecting horses, maintenance, care, fit or adjusting of saddles or bridles, therapeutic activities and instruction on riding skills or leading and supervising riders.
6. Indemnifies, and holds Hooves to Heal, NFP, its volunteers, employees, officers, agents, stable and its owners, employees, agents, harmless from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling the horse and/or use of any saddles, bridles, equipment or gear provided therewith resulting from our contributed to by my own negligence.
7. Expressly agrees that the forgoing release and assumption of risk, and indemnity agreement is governed by the Illinois Equine Liability Act, 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 or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

8. Acknowledges that this document is a contract and agree that if a lawsuit is filed against Hooves to Heal, NFP, its volunteers, employees, officers, agents, stable and its owners, employees and agents for any injury or damage in breach of this contract, the undersigned will pay all attorney's fees and costs incurred by Hooves to Heal, NFP, its volunteers, employees, officers, agents, stable and its owners, employee and agents in defending such action.
9. Agree to follow all safety policies, warning signs, or rules of Hooves to Heal, and the stables policies.
10. UNDERSTANDS AND ACKNOWLEDGES THAT IT IS REUIRED THAT I, MY CHILD AND ALL RIDERS OR PARTICIPANTS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN AND/OR MY CHILD'S SAFETY.

If the person who is to enter into this agreement is under eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on the behalf of the minor. If the minor is between ten years old and 18 years old, the minor must also sign.

I have read this document. I understand it is a promise not to sue and to release Hooves to Heal, NFP and its associates or affiliates, the stable and its owners, employees and agents, for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releases allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the Release and Waiver of liability is worth the pleasure of handling horse.

Participant: _____

Signature: _____

Name: _____

Relationship: _____

Address: _____

Phone Number: _____

Date: _____

Witness: _____