

Woodstock Equestrian

Waiver, Release, Indemnification & Hold Harmless Agreement

Boarder/Participant/Rider/Guest (print name) _____

Address: _____

City _____ State _____ Zip Code _____

Phone (day) _____ (evening) _____

UNDER THE ILLINOIS EQUINE ACTIVITY ACT, 745 ILCS 41/ letseq., EACH PARTICIPANT WHO ENGAGES IN AN EQUINE ACTIVITY EXPRESSLEY ASSUMES THE RISK OF ENGAGING IN, AND LEGAL RESPONSIBILITY FOR INJURY, LOSS, OR DAMAGE TO PERSON OR PROPERTY RESULTING FROM EQUINE ACTIVITIES.

On behalf of myself, and / or my minor child or ward, my / our successors, executors, administrators and / or assigns, including any one claiming on behalf of any of me /us, in consideration of the grant of right of use Woodstock Equestrian facilities and / or grounds, subject to the terms and conditions of this agreement, I agree as follows:

- 1.) **Acknowledgement of Risk, Indemnification of Released Parties and assumption of Risk.** I acknowledge that all equine activities are dangerous. I also acknowledge that if I participate, or allow my minor child or ward to participate in any equine activity, including as a rider, driver, handler, lessee, owner, agent, spectator, volunteer and or trainer, I choose to do so voluntarily, knowing that this activity is dangerous. I understand that Twycross LLC operating as Woodstock Equestrian is located on Illinois Route 176 in Woodstock Illinois. Woodstock Equestrian and its insurers, employees, trainers, agents, owners while acting on behalf of Woodstock Equestrian, Douglas E. Davis, Erin R. Davis are hereafter collectively referred to as the "Released Parties."
- 2.) **I understand that Woodstock Equestrian does not provide any supervision of any activity at Woodstock Equestrian facility or upon its grounds, and it is therefore impossible to guarantee the safety of any one who is in, upon uses the facility and grounds for any purpose.** Therefore, I understand that when I am in, upon or use the facility and/ or ground I assume all risk and legal responsibility for the loss or damage to property or injury or death to me and or my minor child or ward.
- 3.) I acknowledge that I am solely responsible for determining whether I and / or my minor child or ward and / or any equine animal used by me, my minor child or ward is physically fit, appropriate and / or skilled enough to engage in any particular equine activity. I acknowledge that none of the *Released Parties* have any knowledge of or obligation to investigate the level of my

training, the training of my minor child or ward, or the training or suitability of any equine animal I, or my minor child or ward uses, within the facilities or upon the grounds owned by Woodstock equestrian and or Douglas E. Davis and Erin R. Davis.

- 4.) I fully understand that this agreement covers, but is not limited to, all known and unknown risks of an equine activity, which means danger or condition that is an integral part of any equine activity, including but not limited to the following: (a) the propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; (b) the unpredictability of an equine’s reaction to sound, sudden movements, unfamiliar object, persons or other animals; (c) hazards, including but not limited to, surface subsurface conditions, and (d) the potential of an equine participant to act in a negligent manner that may contribute to injury, death, or loss to themselves and / or any other person (s), including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.
- 5.) I forever waive, release, agree to indemnify and hold harmless each and every one of the “Released Parties” of and from any and all liability for any and all claims, demands, causes of action, damages, injuries or death, that I or my minor child or ward may have including any injuries or death to my equine and or loss of my property, of every nature arising out of or in any way resulting from being upon or the use of Woodstock Equestrian facility and grounds, and I assume all risks set forth in this agreement. Neither my minor child or ward, nor I, nor any one claiming through me or them, will hereafter make any claim or demand against, or initiate, file or bring legal lawsuit, action or proceeding against any of the Released Parties, for or on account of, arising out of, or in any way connected with any injury or loss or any claim made by others for any injury or loss of any nature arising out of or in any way resulting from being upon or the use of Woodstock Equestrian facilities and grounds. I _____ execute this Waiver, Release, Indemnification & Hold Harmless Agreement freely and voluntarily and for and on behalf of myself and or my child or ward, and for anyone claiming under or through them, and for each of the respective heirs, administrators, successors, representatives and assigns. If any provision of this agreement is found to be invalid or illegal by a court of competent jurisdiction, I agree the remaining provisions shall be construed as if the affected provisions had not been included in order to effectuate the intent of the parties.

DATED: _____, 20_____.

Boarder / Participant / Rider / Guest

Signature: _____

IF RIDER / PARTICIPANT / BOARDER / GUEST IS UNER THE AGE OF 18 YEARS, THE SIGNATURE BY A PARENT OR LEAGAL GUARDIAN IS REQUIRED AS WELL.

Minor / Ward’s Name _____ Date of Birth _____