

RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT FOR STUDENTS

This form must be completed by and for each participant.

HEAVENLY HORSES 19203 GRASS LAKE RD., LAKE VILLA, IL 60046

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPTION IN THIS ACTIVITY. HEAVENLY HORSES DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. IT IS HEREBY AGREED TO AS FOLLOWS THAT:

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

CLIENT / MINOR CLIENT NAME

AGE (If under 21)

1. **ASSUMPTION OF RISK AND WAIVER:** Client understands and accepts the risks of engaging in equine activities and merely being near a horse, mule, or pony (collectively "equine"), including:
- The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them;(for example, jump, run, kick, buck, bolt, spin, rear up, strike, or bite);
 - The unpredictability of an equine's reaction to sounds, sudden movement, and unfamiliar objects, persons, other animals, or other things (for example, kick, buck, bolt, spin, rear up, strike, or bite);
 - Certain hazards such as surface and subsurface conditions; or domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person;
 - Collisions with other equines or objects;
 - The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

Client understands the resulting injuries, death, and property damage that may result from the accepted risks of engaging in equine activities or just being near an equine, that equines are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Agreement are just a sampling and Client is not relying on Released Parties (as defined below) to list all possible equine-related risks. Client therefore agrees, on his/her own behalf and on behalf of Minor Client, that he/she understands the risks and dangers inherent in equine activities and agrees to assume them on his/her own behalf and on behalf of Minor Client, to at all times to be responsible for his/her and Minor Client's personal safety, remain financially responsible for his/her and Minor Client's medical expenses, and waives his/her and Minor Client's right to any claims arising from participation in or observation of any equine activities, being near an equine, or mere presence on the property owned leased, rented, or otherwise occupied by Heavenly Horses or Sharon Casares (collectively "Heavenly Horses"). **Initial Here:** _____

2. **RELEASE, HOLD HARMLESS, INDEMNIFICATION:** Client agrees to release and hold Heavenly Horses, as well as all its managers, officers, directors, members, partners, subsidiaries, affiliates, agents, attorneys, assistants, representatives, assigns, volunteers, employees, independent contractors, trainers, heirs, relatives, agents, attorneys, assigns, and others acting on their behalf (collectively "Released Parties"), harmless for any illness, injury, death, damage, or other loss incurred by Client, Minor Client, or Client or Minor Client's property, unless caused by Released Parties' willful and wanton misconduct. Client agrees to indemnify Released Parties against injuries and damages sustained or suffered by any third party, whether caused by Client or Minor Client directly or indirectly, and which includes reimbursement of Released Parties' attorneys' fees. **Initial Here:** _____
3. **GOVERNING LAW AND TIME LIMITAITON:** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. All disputes relating to the interpretation and enforcement of this Agreement shall be resolved exclusively by the state court in Lake County, Illinois. The parties hereto hereby submit to the jurisdiction and venue of the Court for such purpose. Client agrees that any and all claims and/or causes of action, for injury, death, property damage, or other claims or losses by Client and/or Minor Client, on his/her own behalf and on behalf of Minor Client, against the Released Parties, must be brought within one (1) year of the date accrued. **Initial Here:** _____
4. **ATTORNEYS' FEES:** Client agrees to reimburse Released Parties for any and all attorneys' fees and costs incurred by Released Parties 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, Client and/or Minor Client. **Initial Here:** _____

5. **ACTIVITY RISK CLASSIFICATION.** Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. **Initial Here:** _____

6. **INSPECTION OF PREMISES.** CLIENT has inspected HEAVENLY HORSES' facilities and is satisfied that all premises and conditions are reasonably safe for CLIENT'S intended purpose, usage, and presence. **Initial Here:** _____

7. **ACCIDENTAL/MEDICAL AND PERSONAL LIABILITY INSURANCE.** Should medical treatment be required I and/or my own accident/medical insurance company shall pay for all such incurred expenses. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability shall pay for such damages. **Initial Here:** _____

8. **PROTECTIVE HEADGEAR WARNING:** I have been fully warned and advised by HEAVENLY HORSES that the CLIENT should purchase and wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of those head injuries and even prevent death from happening as the result of a fall or other occurrences. If such headgear is provided by HEAVENLY HORSES, its safety is NOT guaranteed and is merely offered as a convenience. Every CLIENT is strongly encouraged to purchase and wear the most current approved safety headgear. **Initial Here:** _____

9. **CLIENT CERTIFICATION:** Client certifies that he/she has read this entire Agreement and understands, agrees, and intends on his/her own behalf, and on behalf of Minor Client, spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein. **Initial Here:** _____

SIGNER STATEMENT OF AWARENESS

I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNING, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

SIGNATURE OF CLIENT

DATE

SIGNATURE OF PARENT, GUARDIAN, AND/OR SPOUSE

DATE

Address: _____

HomePhone: _____ Business Phone: _____ Cell Phone: _____

Email: _____

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. Initial Here: _____