



EQUINE ACTIVITY RELEASE AND HOLD HARMLESS AGREEMENT

1. I, _____, the undersigned, wish to visit the stable operated by Independence Farm LLC (“Stable”) and handle one or more horses on Stable premises, which may include mounting, riding, dismounting, walking, grooming, feeding or otherwise using the Stable premises (e.g., the barn, paddock, trails or horse ring) (“Equine Activities”). In consideration for Stable permitting me to do so, I agree to release, hold harmless, defend and indemnify Stable and certain related parties as set forth in this Equine Activity Release and Hold Harmless Agreement (“Agreement”).
2. I have read and understand, and freely and voluntarily enter into this Agreement with Stable, understanding that this Agreement is a waiver of any and all liability.
3. I have been made aware of (i) the propensity of an equine to behave in dangerous ways that may result in injury, (ii) the inability to predict an equine’s reaction to sound, movements, objects, persons, or animals, and (iii) the hazards of surface or subsurface conditions.
4. I have reviewed and agree to comply with Stable’s Rules and Regulations, including but not limited to proper riding attire—i.e., I agree to wear closed-toe footwear with a heel, long pants, gloves and an ASTM/SEI certified safety helmet.
5. I understand that engaging in Equine Activities is an inherently dangerous activity and that by doing so I assume the risk of dangers both known and unknown, including but not limited to the potential dangers associated with mounting, riding, walking, boarding or feeding any horse. Understanding those risks, I hereby release and hold harmless Stable, Stable’s owners, principals, officers, directors, employees, contractors, agents, trainers, owner of the Stable real property and anyone else directly or indirectly connected with Stable from any liability whatsoever, including but not limited to liabilities arising from Stable’s negligence, in the event of injury (or perhaps even death) to me or anyone else (including my guests) and to personal property caused by or incidental to my participation in Equine Activities.
6. I understand and recognize and warrant that this Agreement is being voluntarily and intentionally signed and agreed to, and that in signing this Agreement, I know and understand that this Agreement may further limit the liability of equine professionals for personal injury—including death—and damage to personal property.



7. I acknowledge that the equine professional(s) with whom I shall be working has/have made reasonable and prudent efforts to determine my ability to engage in Equine Activities, and has/have sufficient knowledge of my equine and horseback riding skills so as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my Equine Activities.
8. I further voluntarily release and hold harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's (s') negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from Equine Activities or otherwise due to my failure to understand any equine professional's directions relating to my riding or use and control (or lack thereof) of any horse.
9. I hereby agree to indemnify, defend and hold Independence Farm harmless from any and all costs, expenses, liability and damage of whatsoever kind or character, including reasonable attorney's fees and costs, with regard to any claims, damages, suits, loss or liability, of whatsoever kind or character, arising from any action or inaction undertaken by me or for my benefit in the course of engaging in Equine Activities.
10. This Agreement shall remain valid until expressly revoked by me in writing.
11. In the event a party commences legal action to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs associated with such action.
12. This Agreement shall be construed under and in accordance with the laws of the State of Illinois. The venue to resolve any disputes or legal proceedings arising in connection with this Agreement or the activities contemplated herein shall be the Nineteenth (19th) Judicial Circuit, sitting in Waukegan, Illinois or any of its branches in Lake County, Illinois, and the parties consent to personal jurisdiction accordingly.

Signature: _____ Printed Name: _____

If a minor, person representing himself/herself to be the lawful Guardian under this Agreement:

Signature: _____ Printed Name: _____



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.

Equine Activity Liability Act, 745 I.L.C.S. 47/25, P.A. 89-111, § 25, eff. July 7, 1995