

**WAIVER, AGREEMENT, EXPRESS ASSUMPTION OF RISK,
AND RELEASE OF LIABILITY - Illinois**



READ CAREFULLY BEFORE SIGNING

I agree to this Waiver, Agreement, Express Assumption of Risk, and Release of Liability (hereafter, "Agreement") with BakerHill Stables who is/are (*check one only*)
• an individual(s) • a corporation or LLC (hereafter referred to as "**Stable**") as a condition for his/her/its/their allowing me and the persons identified below (if any), to do any or all of the following at any time and at any location: enter Stable's premises, land, facilities, barns, arenas, paddocks, pastures, and surrounding land; be near horses, ponies, mules, or donkeys (hereafter, "equines"), work with, handle, ride, drive, and/or receive instruction or guidance related to riding, driving, handling and/or working with equines. (All of these activities, individually and collectively, will be referred to as "**The Activities**" throughout this Agreement.)

NAME (*Please print clearly*): _____

ADDRESS: _____

PHONE: _____

To the fullest extent allowed by law, I also make this agreement on behalf of the following who is/are my child/children or legal ward(s):

1. _____ AGE: _____ Date of Birth: _____

2. _____ AGE: _____ Date of Birth: _____

All parts of this Agreement apply to me and each of the children or legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this Agreement.]

IT IS AGREED AS FOLLOWS:

1. **Consideration/Binding Effect.** I am signing this Agreement in consideration for being allowed to engage in any or all of The Activities. I understand that although I am signing this Agreement today, I also intend for this Agreement to be valid and binding now and at all times in the future when I engage in any or all of **The Activities** at any location.

2. **Participant's Responsibility.** It is recognized that equine activities are hazardous to participants, regardless of all feasible safety measures that can be taken. Each participant who engages in an equine activity expressly assumes the risk of and legal responsibility for injury, loss, or damage to the participant or the participant's property that results from participating in an equine activity, when the equine activity sponsor or equine professional may be held responsible. Each participant shall have sole individual responsibility for knowing the range of his or her own ability to manage, care for, and control a particular horse or perform a particular equine activity, and it shall be the duty of each participant to act within the limits of the participant's own ability, to maintain reasonable control of the particular horse or horses at all times while participating in an equine activity, to heed all posted warnings, to perform equine activities only in an area or in facilities designated by the horseman, and to refrain from acting in a manner that may cause or contribute to the injury of anyone

3. **ILLINOIS NOTICE OF RISKS OF ENGAGING IN EQUINE ACTIVITIES AND ASSUMPTION OF RISKS.** I understand that the risks of engaging in equine activities include: (i) the propensity of an equine to behave in dangerous ways that may result in injury to the participant, (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.

In addition, I understand that anyone riding, handling, or even near an equine can suffer bodily injuries or death resulting from an inherent risk of equine activities. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people and animals that are on, near, or around them. ***I understand these risks and dangers that are inherent in equine-related activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned in this Agreement. I am NOT relying on Stable to list all possible equine-related risks in this Agreement or any time, now or in the future.***

Also, I understand that anyone riding, driving, handling, working with, or even near an equine at any location can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do these and other things without warning. I also understand that all equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people, equines, and other animals.

INITIAL HERE: _____ 4. **WAIVER, LIABILITY RELEASE, ASSUMPTION OF RISK, AND AGREEMENT NOT TO SUE.** As consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, and with full knowledge and appreciation of the risks of equine activities, I (**on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/ren or legal wards**) agree to each of the following:

(a) Stable and his/her/its/their respective officers, directors, members, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, and others acting on their behalf (hereafter referred to collectively as "The Released Parties") shall **not be liable** for any losses, injuries, or damages that I may sustain as a result of engaging in any of The Activities at any time or at any location; and (b) I fully and forever release, waive, **agree not to sue** and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) against The Released Parties whether the claims are known, unknown, anticipated or unanticipated, and whether caused by their own ordinary negligence, a violation of a state Equine Activity Liability Act, or other legal liability resulting from or arising out of my/our engaging in The Activities at any time and at any location. The term "damages" in this Agreement means, for example, medical expenses any and all claims or losses because of bodily injuries, mental/emotional injuries, or property damages, death, expenses, and/or personal property damages. I intend for this Agreement to apply and be binding regardless of whether I am riding, driving, handling, or near equines. (In accordance with Illinois law, however, it is understood that I am not releasing any of these parties from liability for injuries that are directly caused by their gross negligence, willful and wanton misconduct, willful negligence, or intentional wrongdoing.)

WARNING

Under the [Illinois] 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: _____ **5. INDEMNIFICATION.** To the fullest extent permitted by law, I also agree to indemnify and hold harmless The Released Parties against any and all claims, demands, actions, liabilities, losses, or suits that are brought against The Released Parties (or either of them) that are in any way connected with my participation in any of the Activities at any time and at any location, including claims that allege acts or omissions of The Released Parties that are negligent or in violation of a state Equine Activity Liability Act. This indemnification shall also include reimbursement of reasonable attorney fees incurred by The Released Parties.

6. ASTM/SEI Helmet/Headgear. I understand that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear that is designed for use when riding, driving, or near equines. I am NOT relying on Stable to provide a helmet for me, to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time. If I choose to wear a helmet, if I choose not to wear a helmet, and the type of helmet I may wear are my decisions.

7. Emergencies. Person(s) to Contact in Case of Emergency: Name: _____

Phone: _____ **Relationship:** _____

8. Illinois law applies to this Agreement, and I agree that this Agreement shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void but the remainder shall stay in full force and effect. This Agreement can only be modified in writing and signed by me and _____ (on behalf of **Stable**). I agree to pay any attorney fees and costs for **The Released Parties** (or either of them) to enforce this Agreement, and I agree to indemnify and hold harmless **The Released Parties** for such fees and costs.

9. ALSO, I REPRESENT (please check and initial each box below):

- _____ • I AM AT OR OVER 18 YEARS OF AGE;
- _____ • I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS AGREEMENT;
- _____ • I HAVE READ THIS ENTIRE AGREEMENT (ALL THREE PAGES) CAREFULLY BEFORE SIGNING, AND I FULLY UNDERSTAND IT;
- _____ • I AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATION OR STATEMENT MADE BY STABLE REGARDING THIS AGREEMENT, OR ITS TERMS, OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT;
- _____ • I ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY THE RELEASED PARTIES, AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS.
- _____ • I INTEND FOR THIS AGREEMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;
- _____ • THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND APPLIES TO ALL OF THE ACTIVITIES, WHETHER OR NOT LISTED ABOVE; AND
- _____ • ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

SIGNATURE: _____

PRINT NAME HERE: _____

DATE : _____

ACCEPTED BY "STABLE" REPRESENTATIVE

SIGNATURE: _____