## GLEN GROVE EQUINE SPORTS. INC./GLEN GROVE EQUESTRIAN CENTER RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

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

- 1. Assumption of Risk and Waiver: Participant understands and accepts the risks of engaging in Equine Activities, while mounted or unmounted, as well as merely being near a horse or pony (collectively "equine"), including: (i) the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (ii.) The unpredictability of an equine's reaction to sounds (ex.: machinery, equipment, doors, snow and ice falling, rain, wind, thunder, voices, etc.), sudden movement, and unfamiliar objects, persons, other animals, or other things (ex.: jumps, ground poles, cones, flowers, flag poles, golf carts, mini-bikes, whips, bats, etc.); (iii) Certain hazards such as surface and subsurface conditions; (iv) Collisions with other equines or objects; and (v) The potential of a participant to act in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over the animal, or not acting within his or her ability. Participant agrees that engaging in equine activities under this Agreement includes, but is in no way limited to, those defined in the Illinois Equine Activity Liability Act, as well as riding another's equine, petting, leading, mounting, feeding, watching, transporting, and otherwise interacting with or merely being in the vicinity of equines (collectively "Equine Activities"). Participant understands the injuries, death, loss (both personal and property), and property damage that may result from the accepted risks of engagin in Equine Activities or just being near an equine 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 Participant is not relying on Released Parties (defined below) to list all possible equine-related risks. Participant therefore agrees, on his/her own behalf and on behalf of his/her minor Participant, that he/she understands and agrees to assume the risks and dangers inherent in Equine Activities, agrees to at all times be responsible for Participant's personal safety, remain financially responsible for Participant's medical expenses, and waives Participant's right to any claims arising from participation in or observation of any Equine Activities, riding a horse belonging to Participant or someone else, whether on or off the property where the horse is stabled and/or transported to, being near an equine, or merely being present on real property owned, leased, rented, borrowed, visited, organized upon, or otherwise occupied or utilized by Glen Grove Equine Sports, Inc. Cynthia Baffa, and their respective heirs, spouse, agents, employees, working students, volunteers, independent contractors, guests, visitors, invitees, and others acting on his behalf (collectively "Released Parties"), regardless of whether or not Participant's presence on such real property is related to equines or Equine Activities.
- 2. Release, Hold Harmless, Idemnification: Participant agrees to release and hold Released Parties, and any other facility where Participant's Equine Activity is conducted, harmless for any illness, injury, death, damage, or other loss (collectively "Loss") incurred, by Participant, or to Participant's property, unless caused by Released Parties' willful and wanton misconduct. Participant agrees to indemnify Released Parties against any Loss sustained or suffered by any third party whether caused by Participant directly or indirectly, including, but not limited to, Released Parties' incurred attorney's fees.
- **3. Governing Law and Time Limitation:** 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 Cook County, Illinois. The parties hereto hereby submit to the jurisdication and venue of the Court for such purpose. Participant agrees that any and all claims and/or causes of action for Loss by Participant against the Released Parties must be brought within (1) year of the date accrued and any claim for personal property Loss is limited to \$500.00 (Five Hundred Dollars).
- **4. Attorney's Fees:** Participant agrees to reimburse Released Parties for any and all attorneys' fees and costs incurred by Released Parties in enforcing the termis of this Agreement and/or in defending or prosecuting any claims or causes of action involving, or in any way relating to Participant.
- 5. Participant Certification: Participant certifies that he/she has read this entire Agreement and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant, spouse, heirs, agents, representatives, relatives, and assigns, to be bound by all of the terms and conditions contained herein.

<u>WARNING</u> UNDER THE EQUINE ACTIVITY LIABILITY ACT, EACH PARTICIPANT WHO ENGAGES IN AN EQUINE ACTIVITY EXPRESSLY ASSUMES THE RISKS OF ENGAGING IN AND LEGAL RESPONSIBILITY FO INJURY, LOSS, OR DAMAGE TO PERSON OR PROPERTY RESULTING FROM THE RISK OF EQUINE ACTIVITIES

Riders Name:		Date:
Signature:		
*Signing on my own behalf and, if applic	able, on behalf of minor as parent or legal guardian.	
Printed Name:		
Address:		
City, State, & Zip:		
Phone:	Email:	