

## RELEASE FROM LIABILITY

This LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between Cassie Gannon Beighle and Tuscany Hill Equestrian, hereinafter designated Equine Professional and \_\_\_\_\_, hereinafter designated Participant; and if Participant is a minor, Participant's parent or guardian, \_\_\_\_\_. In return for the use today, and on all future days, of property, facilities, and services of the Equine Professional, the Participant, his heirs, assigns and legal representatives, hereby expressly agree to the following:

1. Participant is responsible for full complete insurance coverage on his horse, personal property and himself.
2. Participant understands there are **INHERENT RISKS** in and around equine activities. These are dangers or conditions that are an integral part of equine activities, including but not limited to: the propensity of an equine to behave in ways that may result in injury or harm or death of persons around the equine: including bucking, biting, kicking, rearing, shying, falling or stepping on; the unpredictability of an equine's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other equines or objects; or the potential of another participant to not maintain control over the equine or to not act within the person's ability, and/or act in a negligent manner.
3. **PARTICIPANT EXPRESSLY ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OF OR PRESENCE UPON EQUINE PROFESSIONAL'S PROPERTY AND FACILITIES** including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.
4. Participant agrees to hold Equine Professional and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them from all liability whatsoever and **AGREES NOT TO SUE** them on account of or in connection with any claims, causes of action, injuries, damages, costs or expense arising out of Participant's use of or presence upon Equine Professional's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of the Equine Professional.

5. Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
6. Participant agrees to indemnify and defend Equine Professional against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which in any way arises from Participant's use of or presence upon the Equine Professional's property and facilities.
7. Participant agrees to abide by all Equine Professional's rules and regulations, and Participant is responsible for using protective gear; i.e. hard hat and boots.
8. This contract is non-assignable and non-transferable and is made and entered into the State of Illinois, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void.
9. WARNING: Under Illinois law\*, an equine activity sponsor or equine professional is not liable for injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. (\*See specific State law below)
10. Under the Illinois Equine Activity Act, each Participant who engages in an equine activity expressly assumes the risk of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.

***I have read and understand this release***

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Participant's Guardian's Signature

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Date

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Participant's Signature

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Date