

Release, Indemnification and Hold Harmless Agreement

In consideration of participating in equestrian activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Memory Lane Stables, Bill Hanahan, and its owner, directors, officers, employees, agents, volunteers, participants, and all other persons or entities, acting for them (hereinafter estate, and agree as follows: collectively referred to as "Releasees*), on behalf of myself and my children, parents, heirs, assigns, personal representative, and estate, and agree as follows:

1. I acknowledge that equestrian activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, death, paralysis or serious injury as a result of falls while riding horses; broken bones, bruises and or other bodily injuries caused by contact with horses, such as being bitten by, kicked by or stepped on by horses/pony's; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

2. I expressly accept and assume all the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

3. In herby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance for any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the cost of such injury or damage to myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity. Or else I am willing to assume and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that substantive law of the state shall apply.

6. I agree if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. I acknowledge that I may be taking part in a wilderness experience and or pony party that may be hazardous to people. I acknowledge this stable is not responsible for total or partial acts, occurrences, or elements of nature sudden and unfamiliar sights, sounds, sudden movements that can scare a horse/pony, cause it to fall, or react in some other unsafe way. Some examples are thunder, lightning, rain, wind, bugs, other wild animals, temperature, terrain changing, fireworks, vehicles etc. I acknowledge that these are just some of the risks I am participating in.

8. I acknowledge that while approaching, mounting and riding horses, I must not carry any items that may fall, blow away or flap in the wind, bounce, or make a sharp or loud noises, as well as ring or vibrate (via cell phone or pager) the action of which may scare horses causing them to react in unsafe ways.

9. I acknowledge that saddle girths (fasteners around the horses/pony's body keeping saddle in place) may loosen during riding. Riders must alert the nearest attendant of any looseness in saddle so that proper action can be taken to avoid saddle slippage and the potential to fall from the horse/pony. I acknowledge that this is another risk and that I am accepting any and all liability for said occurrence and hold the Releasees harmless of any claim that I might decide necessary at said time.

10. I for myself and on behalf of my child and or legal ward have been fully warned and advised and warned by the Releasees that protective headgear/helmet should be worn riding, handling, or being near horses/pony's and that such headgear/helmet can reduce severity of the wearer's head injury and possibly prevent death. I have been offered such headgear/helmet and by initialing below choose or not to choose wearing said headgear/helmet and hold Releasees not responsible for any injury or death due to my decision to not wear said headgear/helmet for myself, my, child, or legal ward.

Date: _____
Time: _____

I choose NOT to wear the helmet that has been offered to me _____

I choose to wear the helmet that has been offered to me _____

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law that I have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I choose not to sign this release and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

I have read and understood this document and I agree to be bound by its terms.

WARNING

Under the Equine Liability Act. Each participant who engages in an equine activity 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.

Illinois Public Act 111

Illinois Senate Bill 240

Signature _____ **Printed Name** _____

Address _____ **City** _____ **State** _____

Zip Code _____ **Telephone** () _____ **Date** _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____

Print Name _____ **Date** _____