

LIABILITY WAIVER of HOLLETT HILL FARM

CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK.

The undersigned (each being a "Participant"), on his/her own behalf or as the parent(s)/legal guardian(s) of a minor Participant, for good and valuable consideration, which includes, but is not limited to, the right to be on or in and to utilize the facilities located at 13081 N. 2550th Ave. Geneseo, Illinois, 61254, commonly known as Hollett Hill Farm, for purposes of participating in or being a spectator of Equine Activities, defined below, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless and Indemnification Agreement ("Agreement"):

ILLINOIS 745 ILCS 47 - Illinois Equine Activity Liability Act

WARNING: UNDER ILLINOIS LAW, 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.

The undersigned acknowledges and understands:

“Participant” is herein defined as any individual in the vicinity of equines.

“Equine Activities” are all things relating to, and/or engaging with, equines whether or not the Participant is handling equines, including but not limited to riding, training, exercising, competing, boarding, leasing, use or care, enjoyment, observation, spectating, grooming, leading, custody or control of equines.

"Inherent Risks of an Equine Activity" means a danger or condition that is an integral part of an equine activity, including, but not limited to, any of the following:

- (a) Propensity of an equine to behave in ways that may result in injury, death, or loss to persons or property on or around the equine, e.g. bucking, bolting, rearing, spinning, biting, kicking/striking, spooking, reactions to being ridden or exercised from the ground, etc.;
- (b) The unpredictability of an equine's reaction to:
 - Sounds (e.g. falling ice or snow; emissions from farm equipment/machinery; vehicles; weather events such as rain, hail striking the roof, wind, thunder; gun shots; voices; fireworks; construction; etc.)
 - Sudden movement or unfamiliar objects, persons, or other animals (e.g. all wild and domestic animals such as loose or contained dogs, cats, birds, deer, and horses; all arena objects such as jumps, poles, cones, flowers, water, mounting blocks; farm machinery and equipment; golf carts and other motorized vehicles; all training/riding devices such as whips, crops, spurs, waving objects; trailering; etc.)
- (c) Hazards, including, but not limited to, surface or subsurface conditions; natural elements of the property including but not limited to Hollett Hill lake, timbers, hills, and ravines;

- (d) A collision with another equine, another animal, a person, or an object;
- (e) The potential of a Participant to act in a negligent manner that may contribute to injury, death, or loss to Participant or others, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the Participant.

A. ACKNOWLEDGMENT OF RISK: Participant understands and accepts that Equine Activities may include but in no way are limited to the above risks. Participant also understands and agrees that "Equine Activities" are defined in this Agreement and include not only those activities identified in the definition and also defined in Section 745 ILCS 47/10 of the Illinois Compiled Statutes, but also any and all outcomes arising from being in the vicinity of an equine including but not limited to riding, training, exercising, competing, grooming, leading, petting, feeding/watering, bathing, observing and trailering. Participants understands that injuries, trauma, sickness, loss, property damage, and death can result from the risk of engaging in Equine Activities and that the risks listed in this Agreement are just a sampling and Participant is not relying on the Released Parties, defined below, to list all possible risks. Participant knowingly, willingly, and voluntarily acknowledges the risks associated with the sport of equestrian, boarding of equines, and of all Equine Activities, and knows that such endeavors are inherently dangerous.

B. ASSUMPTION OF RISK AND WAIVER: Participant recognizes, agrees, and accepts for themselves and/or their minor child (if applicable) any and all risks of engaging in Equine Activities and being a Participant including the negligence of Participant's or other person's own actions or inactions and the negligent acts or omissions of the Released Parties. Participant knowingly and voluntarily assumes all risks and responsibility for any and all damages, liabilities, losses, or expenses that Participant incurs resulting from Equine Activities and for those individuals which Participant has assumed the care, custody, or control over. It is the responsibility of Participant to have each individual under their care, custody, or control, which includes all guests of Participant, to execute their own copy of this Agreement.

Participant recognizes, agrees and accepts that Hollett Hill Farm and its owners, organizers, directors, instructors, trainers, managers, agents, contractors, grooms, employees, successors, and assigns (collectively, the "Released Parties") shall not be liable for any damages, liabilities, losses, or expenses resulting from Equine Activities. Participant waives their rights to recover from any of the Released Parties any loss, damage, or expense arising from engagement in or observation of any Equine Activities, from being present on the real property owned, leased, occupied, or utilized by the Released Parties, and from using or occupying any motorized vehicles owned, leased, or utilized by the Released Parties.

C. RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:

Participant hereby releases, waives and covenants not to sue, and further agrees to indemnify, defend and hold harmless the Released Parties with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss(es), or expense(s) (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to Participant's engagement in Equine Activities, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. If, despite this Agreement, Participant, or anyone on Participant's behalf including spouse, heirs, agents, representatives, relatives, successors, or assigns makes a claim for Liability against any of the Released Parties, Participant will indemnify, defend and hold harmless each of the Released Parties from any such Liability as the result of such claim and agrees to reimburse Released Parties for the Released Parties' attorney's fees and costs incurred to defend against any such claims.

Participant confirms that this Agreement is intended to be as broad and inclusive as is permitted by the laws of Illinois, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

D. ATTORNEY'S FEES. Participant agrees to reimburse Released Parties for any and all attorney's fees and costs incurred in enforcing the terms of the Agreement and/or in defending or prosecuting any claims of Liability involving or in any way relating to Participant.

E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

F. GOVERNING LAW AND TIME LIMITATION. The parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and all disputes relating to the interpretation and enforcement of this Agreement will be resolved exclusively by binding arbitration venued in Henry County, Illinois, before a single arbitrator of the American Arbitration Association ("AAA"). The arbitrator shall be selected by an application of the rules of the AAA Commercial Code, or by mutual agreement of the Parties, except that such arbitrator shall be an attorney admitted to practice law in Illinois. No party to this Agreement will challenge the jurisdiction or venue provisions as provided in this section. Participant agrees that any Liability claims by Participant against the Released Parties, must be brought within one (1) year of the date they accrue and any claim for personal property loss, including but not limited to the loss value of the equine, is limited to \$500.00 (Five Hundred Dollars).

G. PARTICIPANT CERTIFICATION. Participant certifies that they have read this entire Agreement and understands all of its terms and conditions and knows it contains an Assumption of Risk, Release and Waiver from liability, as well as Hold Harmless and Indemnification obligations, and agrees and intends on their own behalf and on behalf of their minor Participant, spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein. Participant understands they have given up substantial rights by signing the Agreement and has signed it freely and voluntarily without any inducement, assurance, or guarantee being made to Participant and that Participant's signature is intended as a complete and unconditional release of all liability to the greatest extent allowed by law.

ASTMISEI approved helmets are to be worn while riding.

Participant understands they have multiple options in choosing an equine facility and have chosen to associate with the Released Parties after consideration of all the terms/conditions. Participant agrees this Agreement is in effect until withdrawn in writing.

The parties agree that this Agreement may be electronically signed. The parties agree that electronic signatures, if appearing on this Agreement, are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

This Agreement made and entered into this ____ day of _____, 20____, by and between:

_____ and Hollett Hill Farm
Participant's Name

Participant's Address, City, State, Zip Code

Telephone Number

Email Address

Participant's Signature

Parent or Guardian Signature, if Participant is under 18 years of age