


<p>Casey's Safe Haven Holistic Horse Rescue 8N005 Illinois Route 47 Maple Park, IL 60151 630-945-2724 info@caseyssafehaven.org www.caseyssafehaven.org</p>		<p>WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT</p> <p>Today's Date _____</p>
<p>Name: _____</p>		
<p>Address: _____</p>		
<p>City: _____</p>	<p>State: _____</p>	<p>Zip code: _____</p>
<p>Cell Phone: _____</p>	<p>Email: _____</p>	
<p>WARNING</p> <p>Under the Illinois Equine Activity Liability Act, 745 ILCS47/1 et seq. each participant who engages in an equine activity expressly assumes the risk of engaging in, and legal responsibility of injury, loss, or damage to person or property resulting, from equine activities.</p>		

1. Acknowledgement of Risk, Identification or Released Parties and Assumption of Risk

I acknowledge that all equine activities are dangerous. I also acknowledge that if I participate, or allow my minor child or ward to participate, in any equine activity, including as a rider, handler, lessee, boarder, owner, spectator, agent, volunteer, contractor, sub-contractor, licensee, concessionaire, and/or trainer, I choose to do so voluntarily, knowing that this activity is dangerous. Casey's Safe Haven (referred to as "CSH") and its insurers, investors, advisors, and/or agents, staff members, instructors, and volunteers while acting on behalf of "CSH" are hereafter collectively referred to as the "Released Parties". I understand it is impossible to guarantee the safety of any one who is in, upon or uses the facility and grounds for any purpose. Therefore, I understand that when I am in any location where horse related activities are conducted or horses and/or property, vehicles, machinery, and tack equipment are used I assume all the risk and legal responsibility for loss or damage to property, physical injury, including death, illness or permanent injury and or permanent disfigurement.

I acknowledge that I am solely responsible for determining whether I and/or my minor child or ward and/or any equine animal used by me, my minor child or ward is physically fit, appropriate and/or skilled enough to engage in any particular equine activity. I acknowledge that none of the Released Parties have the knowledge or obligation to investigate the level of my training, the training of my child or ward, or the training or suitability of any equine animal I, or my minor child or ward, use within the facilities or upon the grounds "CSH" lease, rent, own along with any location we travel for events or that we attend away from the facilities.

2. Acknowledgement of Rules, Regulations, and Standards of Operations

I am aware that there are, and that it is my responsibility to know and understand, the rules, regulations and standards of operations governing conduct and activities at the "CSH" facility. I agree to abide by each of them.

3. Assumption of Responsibility, Waiver of Liability and Release

I specifically represent covenant and warrant that if I and/or minor child or ward violate and/or fail to follow any of the rules, regulations or standard of operations at any time in any way, for any reason, then I (either individually or on behalf of my minor child or ward) assume full and complete responsibility for any and all injury, loss of property and/or death that may result and expressly waive and release each of the Released Parties from any claim for such loss, injury and/or death.

4. Agreement of Waiver, Release, Indemnification, and Hold Harmless

I fully understand that this agreement covers, but is not limited to, all known and unknown risks of an equine activity, which means a danger or a condition that is an integral part of an equine activity, including but not limited to, any of the following: (a) the propensity of an equine; (b) the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, weather conditions, persons, or other animals; (c) hazards, including but not limited to, surface or subsurface conditions; and (d) the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to themselves and/or any other person(s), including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

I forever waive, release, agree to indemnify and to hold harmless each and every one of the Released Parties of and from any and all liability for any and all claims, demands, causes of action, damages, injuries or death, that the undersigned may have including any injuries or death to my equine and/or loss of my property, of every nature arising out of or in any way resulting from being upon or the use of "CSH" facility, tack or other equipment, programs, functions or events at the grounds and facilities, and any and all "CSH" traveling programs, functions, events that are away or off the premises having to do with "CSH" and I assume all risks as set forth in this agreement. Neither my minor child or ward, nor I, nor anyone claiming through me or them, will hereafter make any claims or demands against, initiate, file or bring any legal lawsuit, action or proceeding against any of the Released Parties, for or on account of, arising out of, or in any way connected with any injury or loss or for any claim made by others for any injury or loss of any nature arising out of or in any way resulting from being upon or the use of Misty Acres Boarding, Inc., facilities, grounds, and events.

I execute this Waiver, Release, Indemnification and Hold Harmless Agreement freely and voluntarily and for and on behalf of myself and/or my child(ren) and/or ward(s) and for anyone claiming under or through any of them, and for each of their respective heirs, administrators, representatives and assigns. If any provision of this Agreement is found to be invalid or illegal by a court of competent jurisdiction, I agree the remaining provisions shall be construed as if the affected provisions had not been included in order to effectuate the intent of the parties.

Photo Release

Put an "X" in the circle

I do

I do not

I Consent to authorize the use and reproduction by Casey's Safe Haven of any and all photographs and any other audio/video materials taken of me for promotional material, educational activities, and exhibitions or for other use for the benefit of Casey's Safe Haven Fundraising/Events.

Before signing this form, I acknowledge that I have read and fully understand all of the information in it. I acknowledge that I do not need any further explanation of its content and waive any further explanation. I have voluntarily agreed to its terms and provisions and I agree that no other statement, representations or inducement apart from what I stated in this Agreement have been made to me to obtain my consent and my signature to it.

Participant's Signature:	Birthdate:	Date:
If the participant is under the age of 18 Years, the signature of a parent or legal guardian is also required		
Parent or Legal Guardian's Signature:		Date:

EMERGENCY MEDICAL FORM

Participant's Name:	Birthdate:	Age:
(1) In case of emergency, notify:	Relationship:	
Contact number:		
(2) In case of emergency, notify:	Relationship:	
Contact number:		
Allergies to medication:		

In the event medical aid/treatment is required due to illness or injury, the undersigned authorized Casey's Safe Haven to secure and retain medical treatment and transportation.

In case of a medical emergency, the undersigned authorizes Casey's Safe Haven to secure medical, surgical treatment and/or hospitalization which has been determined necessary, advisable, or lifesaving. This authorization includes, but not limited to anesthesia, hospitalization, x-ray, surgery and medication.

Although every effort will be made to avoid any accident, no liability can be accepted by any of the organizations concerned, including Casey's Safe Haven Holistic Horse Rescue.

Date: _____

Consent Signature: _____ / _____
 (Volunteer/Participant/Visitor) (Parent /Guardian if under 18 Yrs.)

Witnessed By: _____
 Manager / Board Member / Casey's Safe Haven Holistic Horse Rescue