

SHENANDOAH RIDING CENTER

RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

DISCLOSURES & WARNINGS

WARNING: UNDER THE EQUINE ACTIVITY LIABILITY ACT, EACH PARTICIPANT WHO ENGAGES IN AN EQUINE ACTIVITY EXPRESSLY 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. Serious injury may result from horseback riding and equine-related activities. Shenandoah Riding Center does not guarantee the safety of its guests. In consideration for participating in equestrian activities including but not limited to, trail riding, team sorting, riding lessons, barrel racing, team roping, sleigh or wagon rides, jumping, hunting, eventing, cross country, or other similar activities, and for other good and valuable consideration, I hereby agree to release and discharge from all liability arising from negligence, Shenandoah Riding Center, The Galena Trading Corporation, The Galena Territory Association, and their owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"). You are releasing valuable and important rights by signing this document and it is critical that you read and understand the terms of this release. By signing this release, you are stating that you understand its terms and agree thereto. On behalf of myself and my children, parents, heirs, assigns, personal representatives, and estate, and in addition to my agreement to the foregoing, I also 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 other bodily injuries caused by contact with horses, such as being bitten by, kicked by or stepped on by horses; 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 of 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. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in 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 incur attorney's fees and costs relating to my participation in equine-related activities and/or in enforcing the terms this agreement, I agree to indemnify and hold them harmless from all such fees and costs.
4. I understand that the physical facilities, such as jumps, the tack which I use to ride a horse, and all physical facilities used with equestrian sports can contribute to an accident causing injury and death. I represent that I will inspect to my full satisfaction all such facilities and I will assume responsibility for patent and latent defects of other involvements of such physical facilities in any accident causing injury or death. I represent that I am capable and competent to conduct an inspection of the physical facilities.
5. I understand horses, even the tamest, are inherently dangerous as they may shy, buck, or otherwise act unpredictably in a manner which may cause accidents, injury, and death. I represent that I am competent to ride horses in the equestrian activity in which I am engaging, and I assume full responsibility for the horse I am riding, bystanders, other horses, and other riders.
6. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage 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 all costs of all risks that may be created, directly or indirectly, by any such condition.
7. I know there is an Equine Activity Liability Act that is a law in Illinois. I represent and acknowledge I have been advised that a copy of that law is posted at Shenandoah Riding Center, that this release contains the required warning described in Section 25(b) of the Act, and that I have read and understand the Act.

A. **ACKNOWLEDGEMENT AND NOTICE OF RISKS OF ENGAGING IN HORSEBACK RIDING**

Horseback riding is an inherently dangerous activity involving significant elements of risk including, but not limited to, serious bodily injury, permanent trauma, paralysis, and even death. Horses, irrespective of their previous behavior or characteristics, may act or react unpredictably based upon instinct, fright, or lack of proper control by the rider. I understand that the following describes some, but not all of the risks, dangers, or conditions inherent in horseback riding:

(1) the propensity of a horse to behave in ways that may result in injury, harm, or death to persons on or around them; (2) the unpredictability of a horse's reaction to sounds, sudden movement, and unfamiliar objects, persons, other animals, or other things; (3) certain hazards such as surface and subsurface conditions; (4) collisions with other horses or objects including the ground, fences, gates, trees, or other obstacles; (5) a falling horse landing on its rider; (6) being stepped on, kicked, trampled, or bitten by a horse; (7) hanging up or otherwise becoming entangled in the stirrups, reins, or other gear; (8) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

B. NOTICE OF PARTICIPANT'S RESPONSIBILITY

I understand that I have the sole responsibility for knowing the range of my own ability to manage, care for, and control a particular horse, and I understand that it is my duty to act within the limits of my own ability to maintain reasonable control of the particular horse or horses at all time, to heed all posted warnings to ride in an area or in the facilities designated by the horseman, and to refrain from acting in a manner that may cause or contribute to the injury of anyone. I am physically and mentally capable of participating in horseback riding. I will not use or be under the influence of alcohol or intoxicating drugs while participating in horseback riding.

C. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I expressly assume the risk and legal responsibility for injury, loss, or damage to me or my property that results from participation in horseback riding or any other activity offered by Shenandoah Riding Center. I agree to assume full responsibility for the risks identified herein as well as those risks not specifically identified. I expressly assume full responsibility for property damage and personal injury or accidents of every type and degree including, but not limited to, sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, scrapes, contusions, concussions, paralysis, neck and/or spinal injuries, shock, and death, and any resulting expenses.

D. AUTHORIZATION FOR MEDICAL TREATMENT

I hereby authorize any medical treatment deemed necessary in the event of any injury to me while participating in horseback riding or any activity offered by Shenandoah Riding Center. I either have the appropriate insurance or, in its absence, agree to pay all costs for medical services as may be incurred on my behalf.

E. PROTECTIVE HEADGEAR OFFERING

I have been offered protective headgear (including a helmet) by Shenandoah Riding Center and understand that the wearing of such headgear, while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce the severity of some head injuries and may even prevent death as the result of a fall or other occurrence. I understand that protective headgear provided by Shenandoah Riding Center may not be a perfect fit for each rider's head and that, once provided, I will be responsible for securing the helmet on my head at all times.

MARK AN "X" BELOW IN THE BOX BEFORE THE STATEMENT WHICH DESCRIBES YOUR CHOICE TO WEAR, OR NOT TO WEAR, PROTECTIVE HEADGEAR PROVIDED BY SHENANDOAH RIDING CENTER.

Note: NO ONE UNDER THE AGE OF 18 WILL BE PERMITTED TO RIDE WITHOUT PROTECTIVE HEADGEAR.

PROTECTIVE HEADGEAR ACCEPTED

PROTECTIVE HEADGEAR SELF-PROVIDED

PROTECTIVE HEADGEAR REFUSED

If any provision of this release is found to be unenforceable by a court of competent jurisdiction or by an arbitrator or panel of arbitrators, all other provisions shall remain in full force and effect. This release shall be governed by the laws of the State of Illinois, including the Equine Activity Liability Act, 745 ILCS 47/1-47/25.

I HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS STATED HEREIN AND ACKNOWLEDGE THAT THIS RELEASE SHALL BE BINDING UPON ME AND THE MINOR CHILD OR CHILDREN WHOM I HAVE CUSTODY OF AND ALL OF OUR RESPECTIVE HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND ESTATES.

PRINT NAME OF RIDER

EMAIL ADDRESS*

SIGNATURE OF RIDER

AGE

DATE SIGNED

SIGNATURE OF PARENT OR GUARDIAN

DATE SIGNED

**By providing your email address you agree to receive occasional news, events and special offers from us. We will never give your email to anyone else, and you can cancel any time.*