

## **EQUESTRIAN RENTAL, AND RIDING LIABILITY RELEASE FORM**

This is an agreement and a covenant to release Millbrook Trail Rides, its Board of Directors, officers, employees, committees and volunteers, from liability to you when you rent a horse, or ride a horse or approach a horse or groom a horse or otherwise have anything to do with horses on the property.

I (THE PERSON SIGNING AND BEING BOUND BY THIS RELEASE IS HEREAFTER REFERRED TO AS "I") am releasing valuable and important rights by this liability release and it is critical that I read and understand this release.

1. Certification Of Review Of Release. I agree to read and I will ask any questions I may have until I certify by signing this form that I understand the terms and conditions and I agree to such terms and conditions.

(ES [ ] (initial)

**2. WARNING UNDER THE ILLINOIS EQUINE ACTIVITY LIABILITY ACT, EACH PARTICIPANT WHO ENGAGES IN HORSEBACK RIDING OR OTHER EQUINE ACTIVITIES 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**

**3. ACKNOWLEDGMENT OF RISKS OF ENGAGING IN HORSEBACK RIDING:** Horseback riding is an inherently dangerous activity involving significant elements of risk including, but no 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 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; and, (9) the inability of other riders to control other horses in my horse's proximity.

#### **4. ACKNOWLEDGEMENT OF RISKS OF ENGAGING IN EQUESTRIAN SPORTS:**

I understand that equestrian sports - especially jumping a horse - are extremely dangerous. There is a high probability that I may fall or otherwise have an accident that will injure me severely. I understand that many people have been killed engaging in equestrian sports. I specifically assume full responsibility for any such a possibility and I release Millbrook Trail Rides, its Board of Directors, officers, employees, committees and volunteers, from any liability in such an event.

#### **5. ASSUMPTION OF RESPONSIBILITY FOR TACK AND RIDING WHILE TRAINING:**

I understand that the physical facilities, such as, but not limited to, jumps, all the tack (such as saddle, bridle, halter, lead rope, saddle pad, boots, whip, spurs) which I use to ride a horse, and all physical facilities used with or when renting a horse, approaching a horse, grooming a horse, riding a horse or engaging in any equestrian sports can contribute to an accident causing injury and death. I understand that if some other person coaches or trains me there can still be accidents causing injury and death even if I follow the directions of the trainer/coach due to the inherent risks arising out of riding a horse. I covenant that I will inspect to my full satisfaction all such facilities and I will assume responsibility for patent and latent defects or other involvements of such physical facilities in any accident causing injury or death. I covenant that I am capable and I am competent to conduct an inspection of the physical facilities. I covenant that I am capable and I am competent to ride while taking the lessons or training I arrange with a trainer/coach at the level and undertaking the exercises or sports in which I am engaged. I specifically and intentionally release Millbrook Trail Rides, its Board of Directors, officers, employees, committees and volunteers, any coaches/trainers at this facility for liability arising from any accident causing injury or death caused by or arising out of such physical facilities or coaches/trainers..

#### **4. REPRESENTATION OF ABILITY TO PARTICIPATE IN MY EQUESTRIAN SPORT.**

I understand horses, even the most tame horses, are inherently dangerous as they shy, buck, or otherwise act unpredictably in a manner causing accidents causing injury and death. I covenant that I am competent to ride horses in the equestrian sport in which I am engaging and I assume full, exclusive and total responsibility for the horse I am riding, the bystanders, the other horses and the other riders. I release Millbrook Trail Rides, its Board of Directors, officers, employees, committees and volunteers, from any liability for any accident causing my injury and death. I covenant to indemnify and hold Millbrook Trail Rides its Board of Directors, officers, employees, committees and volunteers, my coaches/trainers, or any other person on the property harmless from any damage or injury caused by my horse

or myself due to my riding or the action of my horse or arising out of my riding or the action of my horse.

**5. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:**

I expressly assume the risk of and legal responsibility for injury, loss, or damage to me or to my property that results from participation in horseback riding or any other activity offered by Millbrook Trail Rides, or any sponsor of a equine sports event in which I elect to participate. 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, death, pain, suffering and any resulting expenses. Finally, I expressly extend my assumption of risk and my responsibility for that risk to all tack, gear, facility use and my use of instructors. I warrant I have inspected all tack, gear, facilities and trainers/coaches used to my satisfaction prior to my full and exclusive assumption of the risk arising from or out of such use.

**6. 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. I either have appropriate insurance or, in its absence, agree to pay all costs for medical services as may be incurred on my behalf.

**7. EQUINE ACTIVITY LIABILITY ACT:**

I know there is an Equine Activity Liability Act that is a law in Illinois. I certify that I have been given a copy of that law, that I have read that law and that I understand that law.

**8. PAYMENT OF ATTORNEY FEES TO PREVAILING PARTY:**

I understand that that lawsuits violative of this release are burdensome and unwarranted and I specifically agree that if I file a lawsuit against Millbrook Trail Rides, its Board of Directors, officers, employees, committees and volunteers, any coaches/trainers used on the property, and if any or all of those parties prevail in that lawsuit then I will pay all lawyer's fees, court costs, and other litigation costs incurred by Millbrook Trail Rides, its Board of Directors, officers, employees, committees and volunteers, any coaches/trainers used on the property Sullivan in defending such a lawsuit.

**9. COVENANT NOT TO SUE:**

In consideration for my being allowed to participate with horses, in horseback riding, and in equine sports activities, I, for myself and my heirs, assigns and personal representatives, do hereby covenant not to sue and I release Millbrook Trail Rides, its Board of Directors, officers, employees, committees and volunteers, trainers/coaches used by me, (Releasees) from all liability and waive any claim for damages arising from any cause whatsoever, including Releasees'

own negligence, regardless of whether such negligence is the partial or sole cause of any injury, damage or death, including property damage. I also agree to protect, indemnify and save Releasees harmless from all claims, demands and causes of action of every kind and character, including, but not limited to attorney's fees and other legal costs and expenses arising in my favor or in favor of our heirs, assigns, personal representatives and estates on account of any injuries or death, which I may suffer.

**10. SEPARABILITY; ILLINOIS LAW TO APPLY:**

If any provision of this agreement 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 agreement shall be governed by the laws of the State of Illinois, including the Equine Activity Liability Act, 745 ILCS 47/1 - 47/25. I certify I have read this entire release. I certify I understand this release. I agree to be bound by the terms and conditions of this release.

DATE \_\_\_\_\_

**Rider/Guardian Release**

I certify that I am the guardian of the rider signing this release. I have full and complete authority to execute this release on behalf of the rider. I certify I have read this entire release.

I certify I understand this release. I agree that the rider and I shall be bound by the terms and conditions of this release.

DATE \_\_\_\_\_