



## EQUESTRIAN CENTER

PLEASE READ CAREFULLY BEFORE SIGNING  
SERIOUS INJURY MAY RESULT FROM HORSEBACK RIDING AND OTHER EQUINE  
ACTIVITIES: YOUR SAFETY CANNOT BE GUARANTEED.

“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.”

- 1. ACKNOWLEDGMENT OF RISKS OF ENGAGING IN EQUINE ACTIVITIES:** Equine activities are inherently dangerous and involve 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. By signing below, I, on my own behalf and on behalf of a minor (collectively referred to herein as “I”), if applicable, recognize and acknowledge that the following describes some, but not all of the risks, dangers, or conditions inherent in equine activities: (i) the propensity of a horse to behave in dangerous ways that may result in injury, harm, or death to persons on or around them; (ii) the inability to predict a horse’s reaction to sound, movements, objects, persons, or animals; (iii) the hazards of surface or subsurface conditions; (iv) collisions with other horses or objects including the ground, fences, gates, trees, or other obstacles; (v) a falling horse landing on its riders; (vi) being stepped on, kicked, trampled or being bitten by a horse; (vii) hanging up or otherwise becoming entwined in stirrups, reins, or other gear; (viii) 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 when not acting within his/her ability; and, the undersigned agrees to be responsible for his/her personal safety while on the premises of Fitzjoy Farm Riding Academy Ltd. and Wicklow Farm LLC (collectively, the “Stable”), whether on or off a horse.
- 2. PARTICIPANT’S RESPONSIBILITY:** I understand that I have the sole individual 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 times, to heed all posted warnings, to ride in an area or in facilities designated by the Stable, 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 and other equine activities, and I will not use or be under the influence of alcohol or intoxicating drugs while participating in horseback riding.
- 3. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** I expressly assume the risk of 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 the Stable. 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.
- 4. 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 other equine activities at the Stable. I either have appropriate insurance or, in its absence, agree to pay all costs for medical services as may be incurred on my behalf.
- 5. RELEASE AND INDEMNIFICATION:** In consideration for my being allowed to participate in horseback riding and other

equine activities at the Stable, I, for myself and my heirs, assigns and personal representatives, do hereby covenant and agree not to sue and release the Stable, its principals, members, managers, officers, agents, employees, independent contractors, assigns, partners, attorneys, contractors, trainers, volunteers and others action on these parties' behalf (collectively called "Releases") from all liability and waive any claim for damages arising from any cause whatsoever, including property damage. I also agree to protect, indemnify and save Releases harmless from all claims, demands and causes of action of every kind and character, including, but not limited to, attorneys' fees and other legal costs and expenses in my favor or in favor of my heirs, assigns, personal representatives and estates on account of any injuries or death which I may suffer.

6. **PROTECTIVE HEADGEAR OFFERING:** I have been offered protective headgear (including a helmet) by the Stable 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 the protective headgear provided by the Stable may not be of 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 time
  
7. **GOVERNING LAW AND TIME LIMITATION:** This agreement shall be construed and enforced in accordance with the laws of the State of Illinois. All disputes relating to the interpretation and enforcement of this Agreement shall be resolved exclusively by the state court in Cook County, Illinois. The parties hereto hereby submit to the jurisdiction and venue of the court for such purpose. I agree that any and all claims and/or causes of action, for injury, death, property damage, or other claims or losses by me, on my behalf and/or on behalf of a minor, against the Releases, must be brought within one (1) year of the date they accrue.
  
8. **ATTORNEYS' FEES:** I agree to reimburse Releases for any and all attorneys' fees and costs incurred by Releases in enforcing the terms of this Agreement and/or in defending or prosecuting any claims or causes of action involving, or in any way relating to, me or the minor.

PLEASE READ, AND ACKNOWLEDGE YOUR ACCEPTANCE OF THIS AGREEMENT BY WRITING, THE FOLLOWING:

I UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGE THAT IT SHALL BE BINDING UPON ME, AND BY SIGNING BELOW, I HEREBY ATTEST TO THE FACT THAT I AM AT LEAST 18 YEARS OF AGE AND HAVE THE CAPACITY TO ENTER INTO THIS AGREEMENT.

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Date \_\_\_\_\_

Name \_\_\_\_\_ (please print) Date of birth \_\_\_\_\_

Ht. \_\_\_\_\_ Wt. \_\_\_\_\_ Age. \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_ E-mail Address \_\_\_\_\_

Signature \_\_\_\_\_

Legal Guardian Waiver - By executing below, I have read and agree to the above and accept full responsibility under the terms of this Release Agreement on behalf of the above-identified person.

Date \_\_\_\_\_ Address (if different from above) \_\_\_\_\_

Phone No. (if different from above) \_\_\_\_\_

Parent's Name \_\_\_\_\_ (please print)

Parent's Signature \_\_\_\_\_