

MCHENRY COUNTY HORSE CLUB
RELEASE, WAIVER, HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT

The undersigned, as a Participant/Spectator/Member/Visitor/Guest/Volunteer (collectively "**Participant**"), on his/her own behalf and, if applicable, as the Parent/Legal Guardian of a minor Participant (minor included as "**Participant**"), for good and valuable consideration, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless, Defend and Indemnification Agreement ("**Release**"):

1. Assumption of Risk and Waiver: Participant understands and accepts the risks of engaging in Equine Activities, as well as merely being near a horse, pony, donkey or mule (collectively "**equine**"), including, illness, injury, death, property damage, or any other loss (collectively "**Loss**") resulting from faulty tack and equipment, a failure of Released Parties to make a reasonable and prudent effort to determine the ability of Participant to engage safely in the equine activity or manage safely the particular equine, and/or the result of a dangerous latent condition on the real property, as well as: (i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (ii) The unpredictability of an equine's reaction to sounds (ex.: machinery, equipment, doors, snow and ice falling, rain, wind, thunder, voices, ATV's, gun shots, cars, trucks, etc.), sudden movement, and unfamiliar objects, persons, other animals (ex.: leashed or unleashed dogs, wildlife, livestock, etc.), or other things (ex.: barrels, gates, poles, flowers, flags, golf carts, ropes, whips, etc.); (iii) Certain hazards such as surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery, hard, or deep footing or flooring, flooding, other dangerous latent conditions on the real property, etc.); (iv) Collisions with other equines or objects; and (v) The potential of a participant to act in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over the animal, or not acting within his or her ability (collectively "**Inherent Risks**"). Participant understands that Loss may result from the Inherent Risks and that equines are powerful and have the potential to be dangerous, even without warning. Participant agrees that engaging in Equine Activities under this Release includes, but is in no way limited to, those activities sponsored, organized or otherwise related to McHenry County Horse Club ("**MCHC**"), those defined in the Illinois Equine Activity Liability Act, as well as petting, leading, mounting, feeding, watching, boarding, and/or trailering equines, trail clearing activities, trail rides and otherwise interacting with or merely being in the vicinity of equines (collectively "**Equine Activities**"). Participant agrees that the listed Inherent Risks are just a sampling and not all the possible risks. Participant understands that MCHC highly recommends wearing ASTM/SEI-certified equestrian helmet ("**Helmet**") for anyone riding an equine. Participant is not relying on Released Parties to provide a Helmet, check a Helmet for proper fitting, or monitor the wearing of a Helmet at any time. Participant understands and agrees to assume the risks and dangers inherent in Equine Activities and other MCHC activities including, but not limited to operating equipment, operating or being a passenger on motorized vehicles, interacting with wildlife and other animals, encountering falling debris such as trees, branches, and the like, interacting with loose or restrained dogs, suffering allergies, or needing medical attention while engaged in MCHC activities, agrees to at all times to be responsible for his/her personal safety, to purchase and maintain his/her own health and liability insurance, remain responsible for his/her medical expenses, and waives his/her right to any claims arising from participation in or observation of any Equine Activities and being near an equine or merely being in the vicinity of equines. The following are included as Released Parties under this Release: MCHC; MCHC members; the owner, lessor, and/or lessee of the equine or the real property involved in the Loss; and, each of their respective domestic partners, spouse, heirs, beneficiaries, relatives, agents, assigns, employees, volunteers, contractors, students, guests, visitors, members, managers, officers, directors, and others acting on their behalf (collectively "**Released Parties**").

2. Release/Hold Harmless/Defend/Indemnify/Photo Release: Participant agrees to release, hold harmless, defend, and indemnify Released Parties for any Loss incurred by Participant or to Participant's property even if such Loss is caused in whole or in part by negligence or other fault of Released Parties (except willful and wanton or intentional misconduct). Participant grants permission for Released Parties to use Participant's photograph in print or online materials designed for news, informational or educational purposes related to Released Parties.

3. Governing Law/Time Limitation/Attorneys' Fees/Jury Waiver: This Release shall be construed and enforced in accordance with Illinois law. All disputes relating to the interpretation and enforcement of this Release shall be resolved exclusively by the state court in McHenry County, Illinois. Participant submits to this jurisdiction and venue for such purpose. Participant agrees that this Release does not expire and that any and all claims and/or causes of actions for Loss by Participant against the Released Parties surviving this Release must be brought within one (1) year of the date accrued and any claim for personal property Loss is limited to \$250.00 (Two Hundred and Fifty Dollars). Participant agrees to reimburse Released Parties for any attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Release and/or in defending or prosecuting any claims or causes of actions involving, or in any way relating to, Participant. Participant agrees to waive trial by jury in any action, proceeding, or claim brought by Participant against Released Parties on any matters related to, arising out of, or connected with this Release.

4. Severability/Modification: If any provision of this Release or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, the remainder of this Release and the application of such provision to any other person or circumstance shall not be affected thereby, and each provision of this Release shall be valid and enforceable to the fullest extent permitted by law. This Release can only be modified in writing signed by Participant and the President of MCHC.

5. Participant Certification: Participant certifies that he/she has read this entire Release and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant, Participant's parents, spouse, family members, heirs, agents, trustees, beneficiaries, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein, certifies that Participant signs this Release voluntarily, knows that Participants has other facilities elsewhere to choose from to engage in Equine Activities, and understands that the signing of this Release is required for Participant to participate in Equine Activities with Released Parties.

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

Date: _____ Signature: _____ Address: _____

Participant signing on my own behalf and if applicable on behalf of my minor child

Printed Name: _____ Phone/E-Mail: _____

Emergency Contact Name/Phone/Relationship: _____

Minor Participant's Name and Date of Birth: _____