

AGREEMENT AND RELEASE FROM LIABILITY CONTRACT

PLEASE READ THIS DOCUMENT CAREFULLY

This AGREEMENT AND RELEASE FROM LIABILITY is entered into on this _____ day of _____, in the year _____, by and between James Columbus, Donna Columbus, and Hope 4 Horses Rescue and Sanctuary (OWNER) and _____ (RIDER/GUEST/VISITOR/SPECTATOR), and, if Rider/Guest/Visitor/Spectator is a minor, the parent/guardian of Rider/Guest/Visitor/Spectator _____ (Parent or Guardian). In exchange for use of property, facilities, and services of Owner, the Rider/Guest/Visitor/Spectator, his/her heirs, assigns and legal representatives, hereby expressly agree to the following:

RIDERS

1. I agree that horseback riding and all equine activities are inherently dangerous activities AND that these activities will expose me to greater than normal risks of bodily injury and/or death.
2. I agree that I am responsible for my own safety while engaging in any and all equine activities on the Owner's property.
3. I agree to acknowledge and adhere to all of owner's rules and regulations pertaining to any and all equine activities occurring on Owner's property and I am responsible for wearing protective gear appropriate for equine activities to ensure Rider's safety while engaging in such activities. Owner reserves the absolute right to refuse or restrict Rider's activities based upon general assessment of rider's abilities.
4. I understand the risks involved in equine activities and I AGREE TO ASSUME ANY AND ALL RISKS INVOLVED IN RIDER'S USE OF OR PRESENCE UPON OWNER'S PROPERTY AND FACILITIES whether or not I am engaging in any equine activity without limitation and including the risks of death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, and/or the ordinary negligence and/or deliberate act of another person.
5. I agree that Owner, the Owner's stable, its agents, and employees are NOT liable for any injury to or the death of Rider and/or a participant in equine activities resulting from the inherent risks of equine activities.
6. I agree to hold Owner, Owner's stable, its agents, employees, and volunteers completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during Rider's use of or presence upon Owner's property or the adjoining property of others.
7. I AGREE NOT TO SUE Owner, Owner's stable, its agents and/or employees in association with ANY claims, damages, costs, or expenses arising out of Rider's use of or presence upon Owner's property and facilities while engaging in any and all equine activities including those based on death, bodily injury, and property damage.
8. While participating in off property trail rides or any other activity sponsored by or organized by Owners, I agree to hold the owner of any and all adjoining or detached property completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during Rider's use of or presence upon the property owner's property.
9. Rider is responsible for complete and full insurance coverage on himself/herself, personal property, and Rider's horse.
10. Rider and Rider's parent or guardian, (if Rider is a minor) agree that this agreement and release of liability is a contract that when signed by the parties involved will be legally binding to all parties, subject to the above terms and conditions and shall be enforced and interpreted under the laws of the state of Illinois.

GUESTS, VISITORS, SPECTATORS

1. I agree that being in the presence of horseback riding and any and all equine activities occurring on the premises is inherently dangerous AND that these activities will expose me to greater than normal risks of bodily injury and/or death.
2. I agree that I am responsible for my own safety while engaging in or viewing any and all equine activities on the Owner's property.

3. I agree to acknowledge and adhere to all of owner's rules and regulations pertaining to any and all equine activities occurring on Owner's property.
4. I understand the risks involved in equine activities and I AGREE TO ASSUME ANY AND ALL RISKS INVOLVED IN MY PRESENCE UPON OWNER'S PROPERTY AND FACILITIES whether or not I am engaging in any equine activity without limitation and including the risks of death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, and/or the ordinary negligence and/or deliberate act of another person.
5. I agree that Owner, the Owner's stable, its agents, and employees are NOT liable for any injury to or the death of Guest/Visitor/Spectator and/or a participant in equine activities resulting from the inherent risks of equine activities.
6. I agree to hold Owner, Owner's stable, its agents, employees, and volunteers completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during Guest/Visitor/Spectators presence upon Owner's property or the adjoining property of others.
7. I AGREE NOT TO SUE Owner, Owner's stable, its agents and/or employees in association with ANY claims, damages, costs, or expenses arising out of Guest/Visitor/Spectators presence upon Owner's property and facilities while engaging in any and all equine activities including those based on death, bodily injury, and property damage.
8. Guest/Visitor/Spectator and Guest/Visitor/Spectator's parent or guardian, (if Guest/Visitor/Spectator is a minor) agree that this agreement and release of liability is a contract that when signed by the parties involved will be legally binding to all parties, subject to the above terms and conditions and shall be enforced and interpreted under the laws of the state of Illinois.

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.

***** I have read and understand without question, this agreement and release of liability contract before having signed below.

X _____
Rider/Guest/Visitor/Spectator's Signature

X _____
Owner's Signature

X _____
Rider/Guest/Visitor/Spectator's Parent or Guardian's Signature (if Rider/Guest/Visitor/Spectator is a minor)