

Mooseheart Child City & School, Inc. Release Form

Participant: _____ Phone: _____

Emergency Contact/Phone: _____

Home Address: _____

Email Address: _____

Consent and Waiver of Liability:

The undersigned assumes the unavoidable risks inherent in all horse-related activities, including but not limited to bodily injury and physical harm to horse, rider and spectator. In consideration, therefore, for the privilege of riding or participating in activities around horses at Mooseheart Child City & School, Inc. located at Route 31, Mooseheart, Illinois, the undersigned does hereby agree to hold harmless and indemnify Mooseheart Child City & School, Inc. and its members, officers, employees and their agents, heirs and assigns (hereinafter, the "Releasees"), and further release them from liability or responsibility for accident, damage, injury or illness, foreseen or unforeseen, to the participant or to any family member or spectator accompanying the participant on the premises or any property of the participant or their guests.

WARNING: Under the Illinois Equine Activity Liability Act Law (745 ILCS. 47/1 et seq (1995), a 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.

Scope of Agreement: This agreement shall be legally binding upon me, the Rider, and the parents or guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and parental representatives. This agreement shall be interpreted according to the laws of the State of Illinois, and litigated exclusively in Kane County, Illinois. If any clause, phrase or word is in conflict with the laws of the State of Illinois, then that single part is null and void.

Inherent Risk of Activity and Assumption of Risks: I understand that horseback riding is a rugged recreational activity and that there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. The inherent risks include, but are not limited to the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other horses or objects; the potential of a participant to act in a negligent manner that may contribute to injury of another participant or others, such as failing to maintain control over the animal or not acting within his or her ability; and the limited availability of emergency medical care.

Rider Responsibility: Rider acknowledges that horses, by their very nature, are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith for Rider and any family member or other person accompanying Rider, and expressly waives any claims for any injury or loss arising therefrom. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider.

Riding Helmet and Apparel Warning: Rider acknowledges that all horse handlers and Riders should wear protective headgear which meets or exceeds the quality standards of the SEI certified ASTM standard while

riding and being near horses and understands the wearing of such helmet may reduce the severity of any injury incurred, and if Rider chooses not to wear such helmet, Rider assumes all such risk of injury resulting therefrom. Rider further agrees that all minors must wear protective headgear while riding. The Rider shall be responsible for his or her own safety. Rider acknowledges that riding boots and protective clothing should be worn while riding, and Rider assumes the risk of injury if he or she chooses not to wear riding boots and/or protective clothing.

Inspection of Premises: Rider acknowledges that Rider has had either the opportunity to inspect or has actually inspected Releasees' facilities and trails and is satisfied that all premises are reasonable, safe for Rider's intended purpose, usage and presence.

Accidental and Personal Liability Insurance: Rider agrees that should medical treatment be required, I and/or my own accidental/medical insurance company shall pay for all such incurred expenses and deductibles. Should my actions or that of my horse cause injury or damage of any kind I and/or my own personal liability insurance carried shall pay for such damages.

Release and Hold Harmless: Rider agrees that in consideration of Releasees allowing my participation in these activities under the terms set forth herein, I, the Rider, for myself and on behalf of my child and/or legal ward or other parent, heirs, administrators, personal representatives or assigns, do hereby agree to release and hold harmless Releasees, its owners, agents, independent contractors, employees, officers, directors, representatives, assigns, members, owners of premises and trails (whether or not such premises or trails are owned by Releasees), affiliated organizations and insurers and others acting on its behalf (hereinafter collectively referred to as "Associates") of and from all claims, demands, causes of action and legal liability, whether your damage be known or unknown, anticipated or unanticipated except for what may have been caused by the Releasees' ordinary &/or gross negligence. I do further agree that except in the event of Releasees' negligence and/or willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Releasees and its associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of Releasees, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Releasees, whether on or off the premises of Releasees. Rider agrees and understands that the limitations of the liability of Releasees and the waiver of Rider's rights to seek compensation from Releasees for injury or damages suffered by Rider in connection with equine activities and operations on Releasee's premises provided for by the Release are subject to the legal rights and duties of the parties as provided for by Illinois state law, and that, by signing this Release, Rider is acknowledging the limitation imposed on his or her rights by Illinois law, but is also knowingly and voluntarily agreeing to further limitations on his or her rights to seek compensation for injury or other damages in connection with any and all equine activities and facility operations on Releasees' premises, save and except for the negligence and/or misconduct of Releasees' and/or its owner's, agents, and/or employees.

Personal Property: Rider acknowledges that while on Releasees' premises, direct loss or damage, theft, or injury to Rider's horses, tack or equipment is not covered by Releasees' insurance. Releasees shall not be responsible for such loss, damaged, stolen or injured property. Rider understands that he or she is responsible for carrying his or her own health insurance and personal property insurance.

Governing Law, Severability and Completeness: This Agreement shall be governed by the laws of the State of Illinois, and will be enforced and interpreted pursuant to such laws. If any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect. The parties agrees that this document contains important warnings and the parties understand that no oral representations or statements made by the parties will modify or invalidate any portion of this agreement and the parties do not rely on any

oral representations or statements made by the other party that may seem to be contrary to, limit, or modify the above warnings and agreements.

THE PARTIES HAVE READ THIS DOCUMENT AND UNDERSTAND THE WARNINGS AND AGREEMENTS CONTAINED HEREIN AND AGREE ON BEHALF OF THEMSELVES, THEIR HEIRS, THEIR EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AND/OR REPRESENTATIVES, AND IF APPROPRIATE ON BEHALF OF THEIR MINOR CHILD OR CHILDREN AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS AND/OR REPRESENTATIVES FOREVER.

I have read and understand this release:

Signature of Participant or Guardian (if under 18) _____

Date _____

IN CASE OF EMERGENCY, CONTACT: _____

Name _____ Relationship _____

Telephone No. _____

MEDICAL WAIVER AND TREATMENT RELEASE: In consideration of my/my child's participation in equine activities on Releasee's premises, and the inherent risks of equine activity that may result in injury/harm requiring emergency medical treatment, I authorize Mooseheart Child City & school, Inc., its' successors or assigns, officials, officers, directors, employees, agents, clients and/or associates (collectively Releasees) to obtain and release to any first aid and safety personnel, medical professionals, and treating medical facility, any information regarding my/my child's medical history, symptoms, treatment, exam results and/or diagnosis. If emergency medical care is required for myself/my child, and I am not able to convey permission in a timely manner, I further authorize appropriate emergency medical care as deemed necessary by emergency medical personnel, a physician or the medical facility providing treatment.

Signature of Participant or Guardian (if under 18): _____

Date: _____