

**RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT**

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

1. **Assumption of Risk and Waiver:** Participant understands and accepts the risks of engaging in Equine Activities (as defined below), while mounted or unmounted, as well as merely being near a horse, mule, or pony (collectively "equine"), include, but are in no way limited to: (i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them (i.e. jump, run, kick, buck, bolt, spin, rear up, strike, bite, etc.); (ii) The unpredictability of an equine's reaction to sounds (i.e. machinery, equipment, vehicles, doors, snow and ice falling, rain, wind, thunder, voices, animals, fireworks, guns, motors, etc.), sudden movement, and unfamiliar objects, persons, other animals (i.e. loose or contained dogs, wild and domestic animals, etc), or other things (i.e. jumps, poles, cones, flowers, mini-bikes, water, etc., and training devices such as whips, bats, etc.); (iii) Certain hazards such as surface and subsurface conditions; (iv) Collisions with other equines or objects; (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; and (vi) Riding and training tack and equipment may contribute to or cause injury to Participant. Participant agrees that engaging in Equine Activities under this Agreement includes, but is in no way limited to, those defined in the Illinois Equine Activity Liability Act, as well as riding one's own or another's equine, competing, training, exercising, petting, leading, transporting, feeding, watering, bathing, watching, or transporting equines, or assisting with any of these activities, as well as auditing equine related clinics, and/or boarding Participant's equine at Grand Paradise Ranch, Inc.'s facility ("the Facility"), whether for a limited or extended period of time, and otherwise interacting with or merely being in the vicinity of equines ("Equine Activities"). Participant understands the injuries, death, loss, and property damage that may result from the accepted risks of engaging in Equine Activities, boarding Participant's equine, or just being near an equine, that equines are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Agreement are just a sampling and Participant is not relying on Released Parties (as defined below) to list all possible equine-related risks. Participant therefore agrees, on his/her own behalf and on behalf of his/her minor Participant, that he/she understands and agrees to assume the risks and dangers inherent in Equine Activities, auditing or watching Equine Activities, and boarding Participant's equine at the Facility, agrees to inspect and remain responsible for the condition and proper adjustment of Participant's tack and equipment, agrees to at all times to be responsible for Participant's personal safety, remain financially responsible for Participant's and Participant's equine's medical expenses and lost value, and waives Participant's right to any claims arising from participation in or observation of any Equine Activities, boarding Participant's equine at the Facility, riding Participant's equine or someone else's equine, whether on or off the Facility, being near an equine, or merely being present on real property owned, leased, rented, borrowed, visited, organized upon, or otherwise occupied or utilized by Grand Paradise Ranch, Inc., Linda Freeman, Tom Freeman, and/or their respective officers, directors, owners, employees, independent contractors, spouse, heirs, trustees, beneficiaries, assigns, agents, trainers, clinicians, volunteers, guests, visitors, invitees, boarders, and others acting on their behalf, (collectively "Released Parties") regardless of whether or not Participant's presence at the Facility is related to equines or Equine Activities.

2. **Release, Hold Harmless, Indemnification:** Participant agrees to release, hold harmless, and indemnify the Released Parties for any and all illness, injury, death, damage, and/or any and all other claims or losses of any kind or nature (collectively "Loss") incurred by Participant, Participant's equine, or third party, whether caused by Participant directly or indirectly, even if caused in whole or in part by the negligence or any other fault of the Released Parties, except willful and wanton misconduct. Participant agrees to reimburse Released Parties for their attorneys' fees and costs incurred to defend against any such claims.

3. **Governing Law and Time Limitation:** The Parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and all disputes relating to the interpretation and enforcement of this Agreement will be resolved exclusively by the State Court in St. Clair County, Illinois. The Parties submit to this jurisdiction and venue for these purposes. Participant agrees that any claims for Loss of any kind by Participant against the Released Parties, must be brought within one (1) year of the date they accrue and any claim for personal property Loss, including but not limited to the loss value of the equine, is limited to \$500.00 (Five Hundred Dollars).

4. **Attorneys' Fees:** Participant agrees to reimburse Released Parties for any and all attorneys' fees and costs he/she/it incurs 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 Participant.

5. **Participant Certification:** Participant certifies that he/she has read this entire Agreement and understands, agrees, and intends on his/her own behalf, and on behalf of his/her minor Participant, spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein.

**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**

Signature: \_\_\_\_\_  
Dated \_\_\_\_\_ Participant signing on own behalf and as Add'l Parent/Legal Guardian if Participant is a minor  
Parent/Legal Guardian if Participant is a minor  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-Mail \_\_\_\_\_ Phone: \_\_\_\_\_ E-Mail \_\_\_\_\_  
Minor Participant's Name and Date of Birth: \_\_\_\_\_