



Barrington Hills Park District

BHPD

Waiver, Release, Defend, Indemnification & Hold Harmless Agreement for the Barrington Hills Park District Riding Center

WARNING

Under the Illinois 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 equine activities.

On behalf of myself, and/or my minor child or ward, my/our successors, executors, administrators and/or assigns, including any one claiming by or on behalf of any of me/us, in consideration of the grant of right to use the Barrington Hills Park District's equestrian facilities and/or grounds, subject to the terms and conditions of this Waiver, Release, Defend, Indemnification & Hold Harmless Agreement ("Agreement"), I agree as follows:

1. Acknowledgement of Risk, Identification of Released Parties and Assumption of Risk. I acknowledge that all equine activities are dangerous. I also acknowledge that if I participate, or allow my minor child or ward to participate, in any equine activity, including as a rider, driver, handler, lessee, owner, agent, spectator, volunteer and/or trainer, I choose to do so voluntarily, knowing that this activity is dangerous. I understand that the equestrian facility located on Bateman Road in Barrington Hills, Illinois, which is commonly called the "Riding Center" consists of equestrian facilities and grounds comprised of approximately fifteen (15) acres which is owned by the Barrington Hills Park District ("BHPD"). The BHPD, and its insurers, commissioners, employees, officers, directors, independent contractors, agents, and volunteers while acting on behalf of the BHPD are hereafter collectively referred to as the "Released Parties". I understand that the BHPD does not provide any supervision of any activity at the Riding Center facility or upon its grounds, and it is therefore impossible to guarantee the safety of any one who is in, upon or uses the facility and grounds for any purpose. Therefore, I understand that when I am in, upon or use the facility and/or grounds I assume all risk and legal responsibility for loss or damage to property or injury or death to me and/or my minor child or ward.

Further regardless of the reason I, or my minor child or ward, am/is on the grounds of the BHPD, I specifically acknowledge that by my/their initial and/or continued presence for any reason on BHPD property I/they will be regarded as a participant in an equine activity and I accept the limits of liability as stated in the Illinois Equine Activity Liability Act, 745 ILCS 47/1 et seq., in the event of any injury to me/them.

I acknowledge that I am solely responsible for determining whether I and/or my minor child or ward and/or any equine animal used by me, my minor child or ward is physically fit, appropriate and/or skilled enough to engage in any particular equine activity. I acknowledge that none of the Released Parties have any knowledge of or obligation to investigate the level of my training, the training of my minor child or ward, or the training or suitability of any equine animal I, or my minor child or ward, use within the facilities or upon the grounds owned by the BHPD.

Further, I acknowledge that any trainer which I may use for instruction or training at the Riding Center, whether or not registered with the BHPD to provide instruction at the Riding Center ("Trainers"), are not employees or independent contractors of the BHPD, or in any way sponsored, endorsed, approved or affiliated with the BHPD. I acknowledge that none of the Released Parties have any knowledge of or obligation to investigate the qualifications, character, fitness or competence of any Trainers. I acknowledge that I am solely responsible for conducting any such investigation or otherwise determining that Trainers are qualified and have the requisite qualifications, character, fitness and competence to provide lessons to myself and/or my minor child or ward and/or horse. I hereby agree to release, indemnify and hold the Released Parties harmless for any actions of any Trainers hired by me or otherwise engaged to provide lessons to me and/or my minor child or ward.

2. Acknowledgment of Rules and Regulations. I am aware that there are, and that it is my responsibility to know and understand, the rules and regulations governing conduct and activities at the Riding Center facility and upon its grounds. I agree to abide by each of them.

3. Acknowledgment of Equestrian Helmet Policy. I acknowledge that the BHPD has established an Equestrian Helmet Policy requiring the wearing of a properly fitted equestrian helmet which meets ASTM/SEI standards, with secured chin harness properly fastened at all times when engaged in any equine activity at the Riding Center facility or upon its grounds. I agree to comply with the Equestrian Helmet Policy.

4. Assumption of Responsibility, Waiver of Liability, and Release for Rules, Regulations, and Helmet Policy. I specifically represent, covenant and warrant that if I and/or my minor child or ward violate and/or fail to follow any of the rules or regulations or the Equestrian Helmet Policy at any time in any way or for any reason, then I (either individually or on behalf of my minor child or ward) assume full and complete responsibility for any and all injury, loss of property and/or death that may result and expressly waive and release each of the Released Parties from any claim for such loss, injury and/or death.

5. Agreement of Waiver, Release, Defend, Indemnification, and Hold Harmless for Activity at Facility. I fully understand that this Agreement covers, but is not limited to, all known and unknown inherent risks of equine activities, which means a danger or condition that is an integral part of an equine activity, including but not limited to, any of the following: (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.: music, machinery, equipment, doors, snow and ice falling, rain, wind, thunder, voices, etc.), sudden movement, and unfamiliar objects, persons, other animals, or other things (ex.: jumps, ground poles, cones, flowers, flags, golf carts, mini-bikes, whips, bats, etc.); (iii) Certain hazards such as surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery or deep footing, construction material, etc.); (iv) Collisions with other equines or objects; and (v) The potential of another participant to act in a negligent manner that may contribute to injury to me, my minor child or ward, or others, such as failing to maintain control over the animal, or not acting within his or her ability. I forever waive, release, agree to indemnify and to hold harmless each and every one of the Released Parties of and from any and all liability for any and all claims, demands, causes of action, damages, injuries or death, that I or my minor child or ward may have including any injuries or death to my equine and/or loss of my property, of every nature arising out of or in any way resulting from being upon or the use of the Riding Center facility and grounds, and I assume all risks as set forth in this Agreement. Neither my minor child or ward, nor I, nor any one claiming through me or them, will hereafter make any claim or demand against, initiate, file or bring any legal lawsuit, action or proceeding against any of the Released Parties, for or on account of, arising out of, or in any way connected with any injury or loss or for any claim of negligence, gross negligence, or other fault made by others for any injury or loss of any nature arising out of or in any way resulting from being upon or the use of the Riding Center facility and grounds (unless caused by reckless or willful and wanton wrongdoing).

6. Voluntary Execution, Severability, Choice of Law, Limitation, Attorneys' Fees. I execute this Agreement freely and voluntarily and for and on behalf of myself and my minor child and/or ward (if applicable), and for anyone claiming under or through any of them, and for each of their respective heirs, administrators, successors, representatives and assigns, and agree that this Agreement does not expire. If any provision of this Agreement is found to be invalid or illegal by a court of competent jurisdiction, I agree the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties. 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 and I hereby submit to the jurisdiction and venue of the Court for such purpose. I agree that any and all claims and/or causes of actions against the Released Parties must be brought within one (1) year of the date accrued, that any claim for personal property loss or damage is limited to \$500.00 (Five Hundred Dollars), and I agree to reimburse Released Parties for any and all attorneys' fees and costs incurred by them in enforcing the terms of this Agreement and/or in defending or prosecuting any claims or causes of actions involving, or in any way relating to, me and/or my minor child and/or ward.

BEFORE SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE INFORMATION IN IT. I ACKNOWLEDGE THAT I DO NOT NEED ANY FURTHER EXPLANATION OF ITS CONTENTS AND WAIVE ANY FURTHER EXPLANATION. I HAVE VOLUNTARILY AGREED TO ITS TERMS AND PROVISIONS AND I AGREE THAT NO OTHER STATEMENT, REPRESENTATIONS OR INDUCEMENT APART FROM WHAT IS STATED IN THIS AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT AND MY SIGNATURE TO IT. I UNDERSTAND THAT THE SIGNING OF THIS AGREEMENT IS REQUIRED FOR PARTICIPATION IN ACTIVITIES AT THE BARRINGTON HILLS RIDING CENTER, THAT I HAVE OTHER FACILITIES ELSEWHERE TO CHOOSE FROM, AND I UNDERSTAND, AGREE, AND INTEND TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

Dated: _____, 20 _____

Participant's Signature: _____

Participant's Printed Name: _____

Both Parents or Legal Guardians Are Required To Sign On their Own Behalf AND For Anyone Under The Age of 18 Years

Minor Child/Ward's Name: _____ Minor Child/Ward's Birth Date: _____

Dated: _____, 20 _____

Parent or Legal Guardian's Signature: _____
(Signing on own behalf and on behalf of Minor Child/Ward)

Parent or Legal Guardian's Signature: _____
(Signing on own behalf and on behalf of Minor Child/Ward)