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9501 N. Austin Ave. • Morton Grove, IL 60053 • 847-967-9800

This **RELEASE FROM LIABILITY** is made and entered into on this _____ day of _____, 20____, by and between **Freedom Woods**, hereinafter designated **MANAGER/INSTRUCTOR** and _____, hereinafter designated **RIDER**; and, if Rider is a minor, Rider's parent or guardian, _____ In return for the use today, and on all future days, of property, facilities, and services of the Manager/Instructor, the Rider, his heirs, assigns and legal representatives, hereby expressly agree to the following:

WARNING:
Under the Equine Activity 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.

- Rider is responsible for full and complete insurance coverage on his horse, personal property and himself.
- Rider understands there are risks in and around equine activities, and, that an equine activity sponsor and/or equine professional and/or manager/instructor is not liable for an injury to, or the death of, a rider, and/or a participant in equine activities resulting from the inherent risk of equine activities.
- RIDER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON MANAGER/INSTRUCTOR'S PROPERTY AND FACILITIES** including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.
- Rider agrees to hold Manager/Instructor and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them from all liability whatsoever and **AGREES NOT TO SUE** them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Rider's use of or presence upon Manager's/Instructor's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of the Manager/Instructor.
- Rider agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. California Civil Code § 1542) whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
- Rider agrees to indemnify and defend Manager/Instructor against, and hold harmless from, any and all claims, causes of action, damages, judgements, costs or expenses, including attorneys' fees, which in any way arises from Rider's use of or presence upon the Manager's/Instructor's property and facilities.
- Rider agrees to abide by all of Manager's/Instructor's rules and regulations, and rider is responsible for using protective gear; i.e. hard hat and boots.
- If Rider is using Rider's horse, the horse shall be free from infection, contagious or transmissible diseases. Manager/Instructor reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
- This Contract is non-assignable and non-transferable and is made and entered into the State of Illinois, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager/Instructor and Rider (and Rider's parent or guardian, if Rider is a minor) sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

I have read and understand this release.

Rider's Signature

Rider's Parent or Guardian (if rider is a minor)

Description of Horse (if applicable)

Manager's/Instructor's Signature

Address & Telephone of Rider

Phone: _____