

# BARRINGTON COUNTRYSIDE PARK DISTRICT

## WAIVER, RELEASE, INDEMNIFICATION & HOLD HARMLESS AGREEMENT

### FOR THE BARRINGTON COUNTRYSIDE PARK DISTRICT RIDING CENTER EQUESTRIAN FACILITY

Participant's Name (print): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Email: \_\_\_\_\_ Telephone: (\_\_\_\_\_) \_\_\_\_\_

#### **WARNING**

**Under the Illinois Equine Activity Liability Act, 745 ILCS 47/1 et seq., 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 Riding Center's equestrian facilities and/or grounds, subject to the terms and conditions of this 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 "Barrington Riding Center" consists of equestrian facilities and grounds comprised of approximately fifteen (15) acres which is owned by the Barrington Countryside Park District ("BCPD"). The BCPD, and its insurers, commissioners, employees, agents and volunteers while acting on behalf of the BCPD are hereafter collectively referred to as the "Released Parties". **I understand that the BCPD does not provide any supervision of any activity at the Barrington 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.**

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 BCPD.

**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 Barrington 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 BCPD has established a policy which requires 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 Barrington Riding Center facility or upon its grounds.

**4. Assumption of Responsibility, Waiver of Liability and Release.** **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, Indemnification, and Hold Harmless.** I fully understand that this agreement covers, but is not limited to, all known and unknown risks of an equine activity, which means a danger or condition that is an integral part of an equine activity, including but not limited to, any of the following: (a) the propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; (b) the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; (c) hazards, including but not limited to, surface or subsurface conditions; and, (d) the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to themselves and/or any other person(s), including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

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 Barrington 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 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 Barrington Riding Center facility and grounds.

I execute this Waiver, Release, Indemnification & Hold Harmless Agreement freely and voluntarily and for and on behalf of myself and/or my child and/or ward, and for anyone claiming under or through any of them, and for each of their respective heirs, administrators, successors, representatives and assigns. 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.

**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.**

Dated: \_\_\_\_\_, 20\_\_\_\_\_.

Participant's Signature: \_\_\_\_\_

**IF A PARTICIPANT IS UNDER THE AGE OF 18 YEARS, THE SIGNATURE BY A PARENT OR LEGAL GUARDIAN IS ALSO REQUIRED**

Minor/Ward's Name: \_\_\_\_\_ Minor/Ward's Birth Date: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_\_.

Parent or Legal Guardian's Signature: \_\_\_\_\_

**Mail to: Barrington Countryside Park District, P.O. Box 1393, Barrington, IL 60011**

**Phone / Fax: (847)783 - 6772**

Barrington Riding Center Equestrian Facility Waiver, Release, Indemnification & Hold Harmless Agreement

April 14, 2004

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