

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

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

**1. Assumption of Risk and Waiver:** Participant understands and accepts the risks of engaging in Equine Activities, while mounted or unmounted, as well as merely being near a horse or pony (collectively "equine"), including: (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.: 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 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. Participant agrees that engaging in equine activities under this Release includes, but is in no way limited to, those defined in the Illinois Equine Activity Liability Act, as well as riding another's equine, petting, leading, mounting, feeding, watching, transporting, and otherwise interacting with or merely being in the vicinity of equines (collectively "Equine Activities"). Participant understands the injuries, death, loss (both personal and property), and property damage that may result from the accepted risks of engaging in Equine Activities 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 Release are just a sampling and Participant is not relying on Released Parties (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, agrees to at all times to be responsible for Participant's personal safety, to purchase and maintain Participant's own health and liability insurance, remain financially responsible for Participant's medical expenses, and waives Participant's right to any claims arising from participation in or observation of any Equine Activities, riding a horse belonging to Participant or someone else, whether on or off the property where the horse is stabled and/or transported to, being near an equine, or merely being present on real property owned, leased, rented, borrowed, visited, organized upon, or otherwise occupied or utilized by Palladia Farm, Inc., Palladia Property, LLC, Palladia Equine, LLC (and Palladia Equine, LLC d/b/a Palladia), Flying Pig Sales, Inc., Margaret Clayton, and/or their respective parents, spouse, family members, partners, heirs, agents, trustees, beneficiaries, employees, working students, volunteers, independent contractors, guests, visitors, invitees, members, managers, officers, directors, owners, lessors, lessees, licensors, licensees, or others acting on their behalf (collectively "Released Parties"), regardless of whether or not Participant's presence on such real property is related to equines or Equine Activities.

**2. Release, Hold Harmless, and Indemnify:** Participant agrees to release and hold harmless Released Parties for any illness, injury, death, damage, or other loss (collectively "Loss") incurred, by Participant or to Participant's property. Participant agrees to indemnify Released Parties from and against any Loss arising from or related to Participant's engagement in Equine Activities as defined in this Release, whether caused in whole or in part by Participant, even if such Loss is caused in whole or in part by negligence or other fault of Released Parties (other than reckless conduct or willful and wanton acts).

**3. Governing Law, Time Limitation, and Attorneys' Fees:** This Release 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 Release shall be resolved exclusively by the state court in Lake County, Illinois. The parties hereby submit to the jurisdiction and venue of the Court for such purpose. Participant agrees that this Release does not expire. Participant agrees that any and all claims and/or causes of actions for Loss by Participant against the Released Parties must be brought within one (1) year of the date accrued and any claim for personal property Loss is limited to \$500.00 (Five Hundred Dollars). Participant agrees to reimburse Released Parties for any and all attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Release and/or in defending or prosecuting any claims or causes of actions involving, or in any way relating to, Participant.

**4. Severability:** If any provision of this Release or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, neither the remainder of this Release nor the application of such provision to any other person or circumstance shall be affected thereby, and each provision of this Release shall be valid and enforceable to the fullest extent permitted by law.

**5. Participant Certification:** Participant certifies that he/she has read this entire Release and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant, Participant's parents, spouse, family members, heirs, agents, trustees, beneficiaries, guests, visitors, invitees, 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**

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
MM/DD/YY (Participant signing on my own behalf, and, if applicable, on behalf of my minor child as a participant)

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_

Participant's First and Last Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: (including zip code): \_\_\_\_\_