



Every Horse Has an Owner. Every Owner Has a Responsibility.

RELEASE FROM LIABILITY, WAIVER, AND INDEMNITY AGREEMENT

Printed Name: _____ Birthdate: _____

Today's Date: _____

VOLUNTEER & VISITOR SERVICES/ACTIVITIES include, but are not limited to labor, chores, work, cleaning stalls, leading, grooming, riding, or caring for horses, fundraising, paperwork, computer work.

The undersigned, individually (hereinafter VOLUNTEER/VISITOR) being of lawful age, for and in consideration of being granted the opportunity act as a VOLUNTEER/VISITOR and/or enter upon the property where any and all Illinois Equine Humane Center (hereinafter ILEHC) horses are located, do hereby **release, acquit and forever discharge and hold harmless ILEHC**, its agents, directors, officers, assigns, heirs, attorneys, insurers, successors in interest, **TOP OF THE HILL FARM, JM BARNS LLC AND/OR OTHER ILEHC FOSTER CARE FACILITIES**, its agents, assigns, heirs, attorneys, insurers, directors, officers, shareholders, predecessors and successors in interest and any and all **landowners** where VOLUNTEER/VISITOR may be providing Volunteer/Visitor Services or taking part in any Volunteer/Visitor Activities, their agents, assigns, heirs, attorneys, insurers, directors, officers, shareholders, predecessors and successors in interest (hereinafter the "RELEASED PARTIES") from any and all claims, causes of action, damages, demands, attorneys fees, costs or any liability whatsoever which may result from any and all Volunteer/Visitor Activities. _____(initial here)

I further agree and covenant not to sue the RELEASED PARTIES and to refrain forever from instituting, or in any way proceeding upon any claim, cause of action, judgment, suit or proceeding of any kind or nature whatsoever, known or unknown, which VOLUNTEER/VISITOR may have arising from any and all Volunteer/Visitor Activities, whether arising from the negligence of any of the RELEASED PARTIES or resulting from entering upon any property where ILEHC horses may be located. The undersigned further agrees to indemnify and hold harmless the RELEASED PARTIES, their agents,

successors, assigns and insurers from any and all claims, causes of action, damages, demands, liabilities, costs, expenses and attorneys fees arising from the undersigned's engaging in any of the aforesaid activities.

_____ (initial here)

I have agreed to participate in any and all Volunteer/Visitor Activities by my own choice and without coercion by anyone, and I voluntarily and expressly assume and understand all risk of personal injury, death, property damage, or loss of any kind which may occur in connection with my Volunteer/Visitor Activities.

_____ (initial here)

HORSES ARE DANGEROUS. I hereby understand and recognize that equine activities are a hazardous recreational activity, that all horses, even those that appear calm, are unpredictable and may have a propensity to act in unpredictable manners, including but not limited to, biting, kicking, bucking, spooking, shying, jumping, bolting, striking, running, falling, and suddenly stopping. I further recognize that horse activities are high risk and could result in serious injury, including, but not limited to, death, disability, property damage, and personal injury. I am participating in such activities with full knowledge and understanding of the dangers involved.

_____ (initial here)

Hard-soled boots are strongly advised, lose jewelry/clothing is strong discouraged. I hereby accept and assume any and all risks of injury, including but not limited to permanent bodily injury, disability or death arising from any and all Volunteer/Visitor Activities including my failure to wear protective clothing, boots or other reasonably expected protective items. _____ (initial here)

This release contains the entire agreement of the parties with respect to the matters set forth in this release. If any provision of this release is deemed by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable, the balance of the release shall remain in full force and effect to the fullest extent enforceable by law. This release has been entered into in the State of Illinois and shall be enforced and interpreted in accordance with the laws of the State of Illinois and by the courts of the State of Illinois, Kane County.

By signing, I (and my guardian or parent is under the age of 18 years) acknowledge that I/We have read and are doing so without duress or coercion and with mental capacity and understanding of the risks.

_____/_____/_____ / _____/_____
Volunteer/Visitor Signature/Date Guardian or Parent/Date
(Guardian or Parent Must Sign if Volunteer/Visitor is under the Age of 18 years)

Printed Name

Printed Name