

Refuge Ranch

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

WARNING Following the Illinois Equine Activity Act 745 I.L.C.S. 47/1. **WARNING**
Under the Illinois Equine Activity Act, each participant who engages in an equine activity expressly assumes the risk of engaging in and legal responsibility for injury, loss, or damage to person or property resulting for the risk of equine activities.

BEFORE SIGNING, PLEASE READ THIS ENTIRE DOCUMENT!!

The undersigned individual for himself or herself, his or her spouse and/or his or her children, ward, or any other minor he/she is representing with consent of minor's Parent/Legal Guardian to legally act as guardian (hereinafter collectively and individually referred to as the "Undersigned"), releases and holds harmless REFUGE RANCH, INC., and anyone associated with the Refuge Ranch, Inc. including, but not limited to, their respective owners, officers, directors, agents, clients, volunteers, independent contractors and employees (hereinafter collectively and individually referred to as the "Released Parties"), from any liability, claim or suit that may result directly or indirectly, wholly or in part, from the Undersigned's participation, rental, use or misuse of any equipment, animals & services furnished by the Released Parties.

BY SIGNING THIS AGREEMENT, THE UNDERSIGNED ACKNOWLEDGES/ ACCEPTS ALL RISKS THAT INCLUDES BUT ARE NOT LIMITED TO THE FOLLOWING:

1. THE PROPENSITY OF ANY EQUINE, WHICH INCLUDES HORSES, PONIES, MULES, DONKEYS, OR HINNIES, TO BEHAVE IN WAYS THAT MAY RESULT IN INJURY OR HARM, OR DEATH TO THE PERSONS ON OR AROUND THEM INCLUDING THE UNDERSIGNED;
2. THE PROPENSITY OF AN EQUINE TO BE UNPREDICTABLE IN ITS REACTION TO SOUNDS, SUDDEN MOVEMENT, AND UNFAMILIAR OBJECTS, PERSONS INCLUDING THE UNDERSIGNED, OTHER ANIMALS, ETC.;
3. THE POSSIBILITY OF AN EQUINE TO ENCOUNTER THE HAZARDS OF SURFACE OR SUBSURFACE CONDITION THAT RESULT IN INJURY OR DEATH TO THE UNDERSIGNED*;
4. THE POSSIBILITY OF EQUINE COLLIDING WITH OTHER EQUINES OR OBJECTS THAT COULD RESULT IN INJURY TO THE UNDERSIGNED;
5. THE POTENTIAL OF THE UNDERSIGNED, OR ANOTHER PARTICIPANT TO ACT IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE UNDERSIGNED OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR NOT ACTNG WITHIN HIS/ HER ABILITY;
6. THE POSSIBILITY OF TACK FAILURE. TO THE BEST OF OUR KNOWLEDGE, TACK IS SOUND AND PROPERLY SECURED, HOWEVER, THERE IS A POTENTIAL OF FAILURE WHICH COULD RESULT IN FALLING FROM HORSES CAUSING SERIOUS INJURY AND/OR DEATH. THIS INCLUDES BUT IS NOT LIMITED TO THE POTENTIAL OF THE SADDLE GIRTHS LOOSENING DURING THE RIDE. NOTIFY A GUIDE OR SOMEONE IMMEDIATELY IF YOU FEEL TACK MAYBE INSECURE OR FAULTY;
7. THE POSSIBILITY, IF OTHER SERVICES ARE PROVIDED INCLUDING BUT NOT LIMITED TO MENTORING SESSIONS, LESSONS, ETC., THERE IS A RISK OF EQUIPMENT FAILURE, EQUIPMENT COLLISION, AND/OR HAZARDS OF SURFACE OR SUBSURFACE CONDITIONS THAT COULD RESULT IN INJURY OR DEATH TO THE UNDERSIGNED*;
8. THE UNDERSIGNED AGREES TO NOTIFY REFUGE RANCH STAFF IF AT ANY TIME UNDERSIGNED FEELS THEY ARE IN DANGER AND/OR HAVE A QUESTION.

INSURANCE – BY SIGNING BELOW YOU, THE UNDERSIGNED, AGREE (for self and/or Minor(s) for which you are Parent/Legal Guardian/ Authorized Adult) IF MEDICAL TREATMENT OF ANY TYPE OR KIND BE REQUIRED, THAT YOUR or MINOR(S)' PERSONAL INSURANCE COMPANY AND/OR PERSONAL FUNDS SHALL PAY FOR ALL SUCH INCURRED EXPENSES INCLUDING BUT NOT LIMITED TO SERVICES PROVIDED BY HOSPITAL, DOCTOR(S), CLINICS. THE RELEASED PARTIES WILL NOT BE HELD LIABLE FOR ANY CLAIMS OR SUITS OF ANY TYPE OR KIND.

BY SIGNING THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT the Undersigned acknowledges that they have read and accepts this agreement and that they and anyone associated with them, including but not limited to all of their heirs, do hereby voluntarily and forever releases, holds harmless and discharges the released party, Refuge Ranch, and their respective officers, directors, owners, agents, clients, volunteers, and employees from any and all claims, suits, actions, and/or liability of any type or kind (including but not limited to, damages for personal injury – hereinafter "personal injury" is understood to also include disabling injury that could alter life's activities and even death) that the Undersigned at any time may have or sustain as a result of participating in services provided, including but not limited to horse rental, and/or receiving goods, other services, or instruction in anyway or anything else connected with the Released Parties and their respective officers, directors, owners,

agents, clients, volunteers, and employees or other acts or omissions of any time or kind relating to the Released Parties. The Undersigned fully understands, acknowledges and agrees that there is a possibility of accidental or other physical injury when participating in services such as trail rides, pony leads, hayrack rides, etc. and/or "spectators or visitors". Nonetheless, the Undersigned further agrees to assume the risk of personal injury, and any and all other risk or any loss or injury of any type or kind whatsoever, including loss of use and any other indirect or consequential damages which the undersigned may suffer, resulting directly or indirectly, wholly or in part, from Released Parties services including but not limited to horse rental, pony-on-a-lead, and hayrack

ride. Undersigned further agrees to indemnify and hold harmless the Released Parties and their respective owners, officers, directors, agents, volunteers, independent contractors, and employees from any and all loss, cost or expense suffered, and claims, demands, actions damages, and judgments of any nature asserted against the Released Parties as a result of the Undersigned's renting and/or participating services offered by the Released Parties.

➡ (Initial) **BY SIGNING THIS AGREEMENT, THE UNDERSIGNED ACKNOWLEDGES/ ACCEPTS ALL RISKS THAT INCLUDES BUT ARE NOT LIMITED TO THE FOLLOWING:** (a) risks and dangers that exist by virtue of the nature of the activities of hiking, kayaking, or canoeing, in use of hiking, kayaking, or canoeing equipment and participation in hiking, kayaking, or canoeing activities; (b) such activities, my use of such equipment and/or participation in such activities may result in illness or injury or death or damage to personal property and (c) these risks and dangers may be caused by other participants, or by accidents, or by the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes, including, but not limited to, selection of trail, water level, current, under water hazards, weather conditions, risks of overturning or falling out of a raft, kayak or canoe, and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, water, outdoor, ranch, or recreational environment. The Undersigned hereby knowingly and voluntarily accepts and assumes these risks and dangers and the risks of illness, injury or death or damage to personal property.

The Undersigned has been advised that they must wear an approved personal flotation device at all times while on the water. The undersigned affirms that they will not be under the influence of alcohol or controlled substance, and will not carry, use or consume these substances before or during the scheduled activities.

The Undersigned understands that they must be in good physical condition to participate in the activities. The Undersigned affirms that they are in good health. The Undersigned is aware that strenuous physical exertion may be required and has no known physical disabilities or health problems, which will present any risk to their participation in the activities. This Release and Indemnity shall include, but not be limited to, all injuries, losses or liabilities of whatever nature incurred or sustained to the Undersigned or their property as a result of the negligence of the Releasees.

➡ (Initial) I, the Undersigned, understand that the programs offered at Refuge Ranch, including but not limited to the Bits of Hope mentoring program, the Freedom Reins special needs riding program, and any other services or programs offered to Ranch participants or organizations are not therapeutic in nature. Refuge Ranch does not employ or utilize the volunteer services of any licensed clinicians nor do any staff or volunteers of Refuge Ranch carry certifications for therapeutic riding, Equine Assisted Psychotherapy or Equine Assisted physical therapy. All programs offered by Refuge Ranch to participants or organizations are strictly recreational.

➡ (Initial) I, the Undersigned, have signed this WAIVER AND RELEASE OF LIABILITY AND IDEMNITY AGREEMENT form freely and willingly, without any pressure of any kind from anyone. I fully understand all of the contents of this Agreement and acknowledge that I and Minor(s) I am signing for have received instructions on the proper use of equipment (including tack) and/or horses/animals(s) rented. If signing as an Adult Representative for Minor(s), I acknowledge that I have permission from Minor(s)' parent or legal guardian to act as their legal guardian. I have parent or legal guardian's permission to sign this waiver of liability and by doing so, take full responsibility for said Minor(s). I acknowledge that parent and/or legal guardian has stated that they have appointed me legal guardian and will abide by all stated restrictions and releases in this form including but not limited to the agreement that Refuge Ranch or anyone associated with them, will not be held liable for any type or kind of medical expenses, claims and/or suits. This agreement will remain in effect until one or both parties cancel.

➡ (Initial) **COST AND FEES:** In the event that Undersigned shall commence litigation in respect to this WAIVER AND RELEASE OF LIABILITY AND IDEMNITY AGREEMENT form, the Undersigned will be responsible for all cost and expenses, including attorney's fees incurred by BOTH parties as result of such litigation.

NAMES OF ALL MINOR(S) RENTERS/PARTICIPANTS FOR WHOM I AM LEGALLY RESPONSIBLE:

➡ 1.) _____ 2.) _____ 3.) _____

➡ **SIGNATURE X** _____ **DATE** ____ / ____ / ____
UNDERSIGNED - PARENT/ LEGAL GUARDIAN/ADULT REPRESENTATIVE OF MINOR(S) MONTH DAY YEAR

ADDRESS: _____ **PHONE:** _____