

ROCKING L EQUINE

RIDING INSTRUCTION & EQUINE ACTIVITY **RELEASE AND AGREEMENT**

I, and each of us as undersigned, in further consideration for the provision of riding instruction, horses, equine activity, and all related services and equipment provided in connection with any horse riding instruction or equine activity, do hereby fully and forever, for myself, ourselves and for each of us, RELEASE, DISCHARGE, WAIVE ROCKING L EQUINE , MIRANDA KADEL & BLAKE KADEL as well as any and all agents, employees or owners of ROCKING L EQUINE , any owners of horses or equipment utilized and any adjoining land owners from any liability, claim, right of action or responsibility of whatsoever kind or nature which may result in any loss, injury, death or damage of any kind or nature to my horse, to my equipment, to myself, or any member of my family, or to my guests, which may arise at any time as a result of or in connection with any activity from the provision of riding instruction, horses or any related or unrelated equine activity, at or near or upon the premises of ROCKING L EQUINE or any of the neighboring or adjoining properties.

I FURTHER AGREE that as a participant in any riding instruction or equine activity at ROCKING L EQUINE , I am solely and totally liable for any loss, injury, death or damage of any kind or nature to my horse, to my equipment, to any horse or equipment provided to me or my family or my guests, as well as any loss, injury, death or damage of any kind or nature to myself or any member of my family or to my guests as a result of any such riding instruction or equine activity.

I FURTHER AGREE that I will indemnify and hold harmless MIRANDA KADEL, BLAKE KADEL & ROCKING L EQUINE , as well as any employee or agents thereof and all premises' owners of ROCKING L EQUINE as well as all neighboring or adjoining property owners from any injury, loss, death or damage which my horse or any horse provided to me or any equine activity may cause to myself, to others, or to the property of myself or others.

I FURTHER DECLARE AND AGREE that I have had the opportunity to purchase any liability insurance to cover all property, horses, persons and activities covered by or anticipated by this RELEASE AND AGREEMENT.

I FURTHER DECLARE AND AGREE that the entering into this RELEASE AND AGREEMENT is necessary in further consideration of the participation in and provision of riding instruction, horses or equine related activity or equipment by MIRANDA KADEL & BLAKE KADEL , individually, and doing business as ROCKING L EQUINE and for the price and term agreed to for those instructions, equipment and services.

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.

The risks of equine activities include, but are not limited to the following:

1. The propensity of an equine, which includes horses, ponies, mules or donkeys to behave in ways that may result in injury, death or damage to the persons on or around them or to property;
2. The propensity of an equine to be unpredictable in its reaction to sounds, persons, sudden or unfamiliar movement, as well as unfamiliar objects, persons or other animals, or other things, including its owner, renter, boarder or rider;
3. The possibility of an equine to encounter the hazards of weather, surface or subsurface conditions that could result in injury, death or damage to the persons on or around them or to property;
4. The possibility of an equine colliding with other equines, animals, persons or objects that could result in injury, death or damage to the persons on or around them or to property; and
5. The potential of the owner, renter, boarder, rider or other participant to act in a negligent manner, either foreseen or unforeseen, that may contribute to injury, death or damage to others or their property, such as, but not limited to, failing to maintain control over the equine or not acting within his or her ability.

THIS RELEASE AND AGREEMENT shall remain valid until expressly revoked in writing by the undersigned and hand-delivered to MIRANDA KADEL & BLAKE KADEL. I acknowledge that I, my family and my guests, have received instruction on the proper use of all equipment and animals which may be involved in all equine activity or related activity.

I FURTHER ACKNOWLEDGE that on behalf of the below-designated minors that I am the parent and/or legal guardian of the minor, and that I am legally responsible for each. That I further agree to release, discharge, indemnify and hold harmless MIRANDA KADEL, BLAKE KADEL & ROCKING L EQUINE as well as any employee or agent thereof and all premises owners of ROCKING L EQUINE as well as all neighboring or adjoining property owners for any injury, loss, death or damage incurred or sustained by any of the below-designated minors or caused by any of the below-designated minors at any time while engaged in or present during any equine activity or related activity or riding instruction while on the premises of MIRANDA KADEL, BLAKE KADEL, ROCKING L EQUINE or any neighboring or adjoining property.

I HAVE READ THIS RELEASE AND AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ALL OF ITS TERMS AND CONTENTS.

Minors	age
	age
	age
	age

I have signed this RELEASE AND AGREEMENT on _____ (date).

Parent or Adult Participant _____

Parent or Adult Participant **2** _____

ROCKING L EQUINE
Helmet Waiver of Liability

I understand that working with and riding an equine has an inherent risk of accident and helmets can reduce the risk of injury. Understanding this, I waive the right to wear a helmet for my own safety or minor's safety.

Date _____

Minor Participants _____

Adult Participant or Parent _____

Adult Participant or Parent **2** _____

ROCKING L EQUINE
EQUINE ACTIVITY RELEASE FROM LIABILITY

The Undersigned Renter Or, If A Minor, His Or Her Parent Or Guardian Releases ROCKING L EQUINE . From Any Liability That May Result From The Undersigned Renters Use Or Misuse Of Any Equipment And/Or Animals Furnished By ROCKING L EQUINE . By The Signing Of The Equine Activity Release From Liability, The Risks That The Renter Accepts Include But Are Not Limited To The Following:

1. The Propensity Of An Equine, Which Includes Horses, Ponies, Mules, Donkeys, Or Hinnies. To Behave In Ways That May Result In Injury, Harm, Or Death To The Persons On Or Around Them, Including The Renter;
2. The Propensity Of An Equine To Be Unpredictable In Its Restriction To Sounds, Sudden Movement, And Unfamiliar Objects, Persons, Other Animals, Or Other _ Including The Renter;
3. The Possibility Of An Equine To Encounter The Hazards Of Surface Or Subsurface Conditions That Could Result In Injury To The Renter;
4. The Possibility Of An Equine Colliding With Other Equines Or Objects That Could Result In Injury To The Renter; And
5. The Potential Of The Renter Or Another Participant To Act In A Negligent Manner That May Contribute To Injury To The Renter Or Others Such As Failing To Maintain Control Over The Equine Or Not Acting Within His Or Her Ability

WARNING

The Illinois 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.

By signing this equine activity release from liability, the undersigned renter or if minor, his or her parent or guardian, acknowledges that they and all of the heirs, legates and assigns now and forever waives any right of suit may have against ROCKING L EQUINE . Resulting from equine activities. The renter or, if a minor, his or her parent or guardian, further acknowledges that this equine activity release from liability shall remain valid until expressed revoked in writing by the renter or, if a minor, his or her parents or guardian.

Date _____ **Phone** _____ **Address(town)** _____

Minor Participants _____

Parent/Adult Participants _____ **2** _____

I have explained to the Above-Signed Renter and, if a minor, to his or her Parent or Guardian that the purpose of this Equine Activity Release from Liability is to relieve Coyote Creek Stables Inc. from any liability that may accrue should injury occur from Equine Activities to the Above-Signed Renter. The Above-Signed Renter or, if a minor, his or her Parent or Guardian has told me that they fully understand the meaning of this Equine Activity Release from Liability.

EMPLOYEE/WITNESS _____ TITLE _____

ROCKING L EQUINE
343 S KINSMAN ROAD SENECA IL 61360
1796 110TH ST JOY IL 61260

Release & Hold Harmless Agreement

Whereas, the undersigned acknowledges the inherent risks involved in riding and working around horses, which risks include bodily injury from using, riding, or being in close proximity to horses, among other risks, and further, that both horse and rider can be injured in normal use or in competition or schooling;

In Consideration, therefore, for the privilege of riding and/or working around horses at ROCKING L EQUINE . the undersigned does hereby agree to hold harmless and indemnify ROCKING L EQUINE. MIRANDA KADEL, BLAKE KADEL & all landowners and further release them from any liability or responsibility for accident, damage, injury, or illness to the Undersigned or any horse owned or boarded by the Undersigned or to any family member or spectator accompanying the Undersigned while on the premises of ROCKING L EQUINE; and that except in the event of this stable's gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against this stable for any economic and non-economic losses due to bodily injury, death, and/or property damage sustained by me and/or my minor child or legal ward in relation to the premises and operations of this stable, including while riding, handling, or otherwise being near horses owned by or in the care, custody and control of this stable.

Date _____

Minor Participants _____

Parent or Adult Participants _____ 2 _____