



LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT
Changing Tracks/ Glenwood Resort, hereinafter known as "THIS STABLE"

EAL Site at:
551 Wilson St.
Marseilles, IL 61341

Mailing Address:
2731 E. 2625th Rd.
Marseilles, IL 61341
815-690-3882

Liability Release:

I AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I for myself and on behalf of my child and / or legal ward, heirs, administrators personal representatives or assigns, do agree to release, hold harmless, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and / or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of THIS STABLE'S gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operation of THIS STABLE, to include while riding, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.

Assumption of Risk:

1. I acknowledge that horseback riding, caring for horses, and all experiential growth and learning activities involving horses entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: loss of control, collisions; horses, irrespective of their previous behavior and characteristics, may act or react unpredictably based upon instinct, fright, or lack of proper control by rider; latent or apparent defects or conditions in equipment, animals or property; acts of other participants in this activity, adverse weather conditions; contact with plants, insects, or animals; my own physical condition or my own acts or omissions, the condition of remote roads, trails, waterways, or terrain, and accidents connected with their use; first-aid, emergency treatment or other services rendered; consumption of food and drink. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.**

Furthermore, Changing Tracks facilitators have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless THIS STABLE from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of THIS STABLE'S equipment or facilities, including any such Claims which allege negligent acts or omissions of THIS STABLE.

PARTICIPANT AGREEMENT, LIABILITY RELEASE, AND ACKNOWLEDGEMENT OF RISK (Cont.)

4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume –and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

5. I recognize that persons who participate in equine activities may incur injuries as a result of the risks involved in those activities. As stated by Section 15 of the **Illinois Equine Liability Act**, "It is recognized that equine activities are hazardous to participants, regardless of all feasible safety measures that can be taken. Each participant who engages in an equine activity expressly assumes the risk of and legal responsibility for injury, loss, or damage to the participant or the participant's property that results from participating in an equine activity."

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against THIS STABLE on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understand the foregoing agreement, liability release and assumption of risk agreement. I/we understand that by signing this document I/we am giving up rights to sue today and in the future. I/we attest that all facts are true and accurate. I am signing this while of sound mind and not suffering from shock or under the influence of alcohol, drugs or intoxicants and I agree to be bound by its terms.

Signature of Participant: _____ *Print Name:* _____

Date: _____

Address: _____ *Phone:* _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by Glenwood Resort, Changing Tracks, Kathy Perretta, and Donna Weir to participate in CT activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Glenwood Resort, Changing Tracks, Kathy Perretta, and Donna Weir from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ *Print Name:* _____

Date: _____