

HUNTER OAKS EQUESTRIAN CENTER, L.L.C.

University High School Equestrian Club

RELEASE of LIABILITY FOR ALL MOUNTED AND UN-MOUNTED ACTIVITIES (revised 11-5-07)

Club member name _____ age _____ U-High year of graduation _____

Address _____ City _____ State _____ Zip _____

Home phone _____ Cell _____ Emergency contact _____ phone _____

Member email _____ parent email _____

Mother _____ Father _____ Guardian _____

I, as the above named person, understand and acknowledge that Illinois has enacted an Equine Liability Act (745ILCS 47/1 et seq). In the Act, the Illinois General Assembly recognizes that the participants of equine activities, as defined in the Act, may incur injuries as a result of the risks involved in those activities. The risks of engaging in equine activities include, but not limited to, (i) the propensity of an equine to behave in dangerous ways that may result in injury to the participant, (ii) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals, and (iii) the hazards of surface or subsurface conditions.

I understand and acknowledge the risk of engaging in equine activities and I hereby assume the legal responsibility for injury, loss or damage to my person and my property incident to or resulting from my participation in any equine activity. I hereby release, indemnify, and hold Hunter Oaks Equestrian Center, L.L.C. and its owners, members, trainers, agents, and employees, harmless against any and all loss, damage, cost and expense, including court costs and attorney fees, incident to, resulting from or relating in any manner with my participation in equine activities.

I understand and agree that the foregoing release and indemnification is a condition of my participation in equine activities involving, in any manner, Hunter Oaks Equestrian Center, L.L.C. and University High School, their owners, members, trainers, agents, sponsors, and employees.

Furthermore, I understand that the use of an approved hard hat is recommended for all equestrian activities, but mandatory whenever mounted. Protective vests are recommended for stadium jumping and required for cross-country jumping.

Important note: Club activities are not restricted to one location or facility, but ALL official activities supported by University High School Equestrian Club must be approved and supervised by club sponsor Hunter Oaks Equestrian Center, LLC. or its agents. These activities include, but are not limited to riding activities, unmounted educational sessions, social activities, tours of area facilities, and guest speakers. Appropriate insurance requirements and release forms must be reviewed prior to approval of any off-site activity.

Indemnification: By signing this Contract you hereby agree that you will protect and save Hunter Oaks and its members and employees, Illinois State University, University High School, and University High School Equestrian Club, their members and employees forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances connected with your use of Hunter Oaks' premises and participation in approved sponsor activities off-site, in any manner, and that you will at all times protect, indemnify and save Hunter Oaks and its members and employees, Illinois State University and University High School, their members and employees, harmless against and from any and all loss, costs, damage or expense arising out of or from any accident or other occurrence involving you, your horse(s) and/or your guests on Hunter Oaks' premises and approved off-site locations, causing injury to any person or property, and you will protect, indemnify and save Hunter Oaks and its members and employees, Illinois State University and University High School, their members and employees, harmless against and from any and all claims, loss, costs, damage or expense arising out of any failure of you in any respect to comply with and perform all of your obligations hereunder.

In the event it becomes necessary for either party to institute proceedings at law against the other in order to enforce any of the provisions of this Contract, such party may have and obtain as a part of any judgment rendered against the other, such party's court costs and reasonable attorneys fees incurred in connection with such proceedings.

Please note that anyone involved in solicitation at Hunter Oaks Equestrian Center, LLC (equine business or otherwise) for personal or monetary gain without express consent of owners and a written agreement with Hunter Oaks, may be asked to leave immediately, charged up to \$500 per individual violation, and/or prosecuted.

Date _____ Signature _____
(Parent or Guardian consents and accepts full responsibility if participant is under the age of 19)

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.

Hunter Oaks Equestrian Center, LLC. 236 MacAllen Lake Road, Carlock, IL 61725 hunteroaksfarm@bopi.com 309-826-7433