



GRAND PARADISE RANCH, INC.

EQUINE ACTIVITY RELEASE, WAIVER, HOLD HARMLESS, DEFEND, AND INDEMNIFICATION AGREEMENT

The undersigned Participant/Spectator/Visitor/Guest/Client (collectively "Participant"), on his/her own behalf and as the Parent/Legal Guardian (or other Authorized Representative) of a minor Participant, for good and valuable consideration, agrees to the following terms and conditions of this Equine Activity Release, Waiver, Hold Harmless, Defend, and Indemnification Agreement ("Release"):

1. Assumption of Risk and Waiver: Participant understands and accepts the risks of engaging in Equine Activities, as well as merely being near a horse or pony (collectively "equine"), including, illness (i.e. communicable disease), injury, death, property damage, or any other loss (collectively "Loss") resulting from faulty and/or misadjusted tack and equipment, a failure of Released Parties to make a reasonable and prudent effort to determine the ability of the Participant to engage safely in the equine activity or manage safely the particular equine, and/or the result of a dangerous latent condition on the real property, as well as: (i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them (i.e. jump, run, kick, buck, bolt, spin, rear, strike, bite, etc.); (ii) The unpredictability of an equine's reaction to sounds (i.e. machinery, equipment, vehicles, doors, snow and ice falling, rain, wind, thunder, voices, animals, fireworks, guns, motors, etc.), sudden movement, and unfamiliar objects, persons, other animals (i.e. loose or contained dogs, wild and domestic animals, etc.), or other things (i.e. jumps, poles, cones, flowers, mini-bikes, water, etc., and training devices such as whips, etc.); (iii) Certain hazards such as surface and subsurface conditions; (iv) Collisions with other equines or objects; and, (v) The potential of a participant to act in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over the animal, or not acting within his or her ability. Participant agrees that engaging in Equine Activities includes, but is in no way limited to, those defined in the Illinois Equine Activity Liability Act, as well as riding one's own or another's equine, competing, training, exercising, petting, leading, transporting, feeding, watering, bathing, watching, or transporting equines, or assisting with any of these activities on or off real property owned, leased, rented, borrowed, visited, or otherwise occupied (collectively "Utilized") by Released Parties (defined below), as well as auditing equine related clinics, and/or boarding Participant's equine at a facility Utilized by Released Parties, whether for a limited or extended period of time, and otherwise interacting with or merely being in the vicinity of equines (collectively "Equine Activities"). Participant understands that failing to wear an ASTM/SEI approved equestrian helmet ("Helmet") increases the risk of serious injury and/or death and, understanding these risks, Participant agrees to voluntarily ride with or without an approved helmet and release and hold Released Parties harmless for any Loss relating to or arising out of not wearing a Helmet or wearing an improperly fitting Helmet at any time. Participant understands the Loss that may result from the accepted risks of engaging in Equine Activities, boarding Participant's equine, or just being near an equine, that equines are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Release are just a sampling and Participant is not relying on Released Parties to list all possible equine-related risks. Participant therefore agrees, on his/her own behalf and on behalf of his/her minor Participant, that he/she understands and agrees to assume the risks and dangers inherent in Equine Activities, agrees to inspect and remain responsible for the condition and proper adjustment of Participant's tack and equipment, agrees to at all times to be responsible for Participant's personal safety, remain financially responsible for Participant's and Participant's equine's medical expenses and lost value, and waives Participant's right to any claims arising from participation in Equine Activities, whether on or off the real property Utilized by Released Parties, being near an equine, or merely being present on real property Utilized by: Grand Paradise Ranch, Inc., Linda Freeman, Tom Freeman, and/or their respective officers, directors, owners, employees, independent contractors, spouse, heirs, trustees, beneficiaries, assigns, agents, trainers, clinicians, volunteers, guests, visitors, invitees, boarders, and others acting on their behalf (collectively "Released Parties").

2. Release/Hold Harmless/Defend/Indemnify/Contractors: Participant agrees to release, hold harmless, defend, and indemnify Released Parties for any Loss incurred by Participant or to Participant's property and/or Horse(s) even if such Loss is caused in whole or in part by negligence, gross negligence, or other fault of Released Parties (except willful and wanton or intentional misconduct).

3. Governing Law/Time Limitation/Attorneys' Fees/Jury Waiver: This Release shall be construed and enforced in accordance with Illinois law. All disputes relating to the interpretation and enforcement of this Release shall be resolved exclusively by the state court in St. Clair County, IL. Participant submits to this jurisdiction and venue for such purpose. Participant agrees that this Release does not expire and that any and all claims and/or causes of actions for Loss by Participant against the Released Parties surviving this Release must be brought within one (1) year of the date accrued and any claim for personal property Loss is limited to \$250.00. Participant agrees to reimburse Released Parties for any attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Release and/or in defending or prosecuting any claims or causes of actions involving, or in any way relating to, Participant. Participant agrees to waive trial by jury.

4. Severability/Modification: If any provision of this Release or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, the remainder of this Release and the application of such provision to any other person or circumstance shall not be affected thereby, and each provision of this Release shall be valid and enforceable to the fullest extent permitted by law. This Release can only be modified in writing signed by Participant and Linda or Tom Freeman.

5. Participant Certification: Participant certifies that he/she has read this entire Release and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant, Participant's parents, spouse, family members, heirs, agents, trustees, beneficiaries, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein, certifies that Participant signs this Release voluntarily, knows that Participant has other facilities elsewhere to choose from to engage in Equine Activities, and understands that the signing of this Release is required for Participant to participate in Equine Activities with Released Parties.

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

Signature: \_\_\_\_\_
Date: \_\_\_\_\_
Participant signing on own behalf and as Minor Participant's Parent/Legal Guardian (or other Authorized Representative)
Address: \_\_\_\_\_

\_\_\_\_\_  
Signer's Printed Name (Please print clearly and legibly)

**GRAND PARADISE RANCH, INC.****EVENT RELEASE, WAIVER, HOLD HARMLESS, DEFEND, AND INDEMNIFICATION AGREEMENT**

The undersigned Participant/Spectator/Visitor/Guest (collectively "**Participant**"), on his/her own behalf and as the Parent/Legal Guardian (or other Authorized Representative) of a minor Participant, for good and valuable consideration, agrees to the following terms and conditions of this Event Release, Waiver, Hold Harmless, Defend, and Indemnification Agreement ("**Release**") and understands and agrees that the execution of this Release is required for my and my minor's participation in the Event(s) offered by Grand Paradise Ranch, Inc.

- Assumption of Risk and Waiver:** Participant requests the right to participate in events offered by Grand Paradise Ranch, Inc. including, but not limited to: tractor hay rides, bon fires, pumpkin decorating, playground equipment, equines and equestrian activities (i.e. pony rides, meet a unicorn, etc.), livestock and other animal petting zoo, golf carts, 4-wheelers, all-terrain vehicles, 6 Volt Ride on toys, bicycles, food and beverage consumption, etc., as well as off-site activities including, but not limited to swimming pool and event center (collectively "**Events**"). Participant understands and accepts the risks of engaging in Events which include, but are no way limited to, illness (i.e. communicable disease, food poisoning, allergic reactions, exposure to animal borne-illness, etc.), injury, death, property damage, or any other loss (collectively "**Loss**"), whether or not the Loss results from any wrongful acts of Participant, Released Parties (defined below), or others. Participant understands and agrees that the Events include inherent risks (i.e. falling from equipment, bonfire burns, allergic reactions, equine activity risks as stated on reverse side of this Release, falling from or collisions with motorized or manually operated vehicles/bicycles, etc.) ("**Event Risks**"). Participant is not relying on Released Parties to list all possible Events, Loss, or Event Risks, and agrees Released Parties provide no guarantees or warranties of the condition of the real property or other improvements on which or at where the Events are conducted. Participant agrees, on his/her own behalf and on behalf of his/her minor Participant, that he/she understands and agrees to assume the Event Risks and possible Loss inherent in the Events, agrees to at all times to be responsible for Participant's personal safety, remain financially responsible for Participant's medical expenses, and waives Participant's right to any claims arising from participation in the Events, whether on or off real property owned, leased, rented, borrowed, visited, or otherwise occupied by the following Released Parties: Grand Paradise Ranch, Inc., Linda Freeman, Tom Freeman, and/or their respective officers, directors, owners, employees, independent contractors, spouse, heirs, trustees, beneficiaries, assigns, agents, trainers, clinicians, volunteers, guests, visitors, invitees, equine boarders, and others acting on their behalf (collectively "**Released Parties**").
- Release/Hold Harmless/Defend/Indemnify/Contractors:** Participant agrees to release, hold harmless, defend, and indemnify Released Parties for any Loss incurred by Participant or to Participant's property even if such Loss is caused in whole or in part by negligence, gross negligence, or other fault of Released Parties (except willful and wanton or intentional misconduct).
- Governing Law/Time Limitation/Attorneys' Fees/Jury Waiver:** This Release shall be construed and enforced in accordance with Illinois law. All disputes relating to the interpretation and enforcement of this Release shall be resolved exclusively by the state court in St. Clair County, IL. Participant submits to this jurisdiction and venue for such purpose. Participant agrees that this Release does not expire and that any and all claims and/or causes of actions for Loss by Participant against the Released Parties surviving this Release must be brought within one (1) year of the date accrued and any claim for personal property Loss is limited to \$250.00. Participant agrees to reimburse Released Parties for any attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Release and/or in defending or prosecuting any claims or causes of actions involving, or in any way relating to, Participant. Participant agrees to waive trial by jury.
- Severability/Modification:** If any provision of this Release or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, the remainder of this Release and the application of such provision to any other person or circumstance shall not be affected thereby, and each provision of this Release shall be valid and enforceable to the fullest extent permitted by law. This Release can only be modified in writing signed by Participant and Linda or Tom Freeman.
- Participant Certification:** Participant certifies that he/she has read this entire Release and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant, Participant's parents, spouse, family members, heirs, agents, trustees, beneficiaries, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein, certifies that Participant signs this Release voluntarily, and knows that Participant has other facilities elsewhere to choose from to engage in the Events.

Signature: \_\_\_\_\_

Dated \_\_\_\_\_ Participant signing on own behalf **and** as Minor Participant's Parent/Legal Guardian (or other Authorized Representative)

\_\_\_\_\_  
Signer's Printed Name *(Please print clearly and legibly)*

\_\_\_\_\_  
Minor's Name and DOB *(Please print clearly and legibly)*