



600 Bradley Road
 Lake Forest, IL 60045
 P 847-615-8696
 F 847-615-8656
 www.equestrianconnection.org

Participant Name: _____ Date: _____ Individual OR _____ Group Name: _____

**Equestrian Connection, NFP
 Waiver, Release, Indemnification and Hold Harmless Agreement**

I for and on behalf of myself and/or in the event that my child/ward is under the age of eighteen years, on behalf of the minor/ward, my/our administrators, successors, assigns and/or executors and in return for valuable consideration discussed herein and which the receipt and sufficiency of which is hereby acknowledged, agree to the terms and conditions as set forth in this Agreement.

Equestrian Connection, NFP: Equestrian Connection, NFP (hereinafter "The Connection" is a 501(C)(3) tax-exempt organization and Illinois not-for-profit corporation. The Connection provides various equine assisted instructional, hippotherapy and therapeutic riding programs to individuals with special needs, physical and mental disability. The Connection further provides to its clients and their family members, invitees and guests additional activities both on and off-site that include, but are not limited to, physical, occupational and speech therapy, art therapy, participation and attendance at the Special Olympics, field trips/outings, fundraising events and social functions. Solely for purposes of this Agreement, the Connection shall encompass and include, Equestrian Connection, NFP, an Illinois not-for-profit corporation, it's employees, authorized agents, board members, directors, officers, members, insurers and excess insurers, successors, assigns, affiliates; and "Trust #1 and Associated Landlord Parties" as defined and designated as such by previous Board action and resolution.

The Property: The Connection operates and maintains a facility and adjoining lands at a location commonly referred to as 600 N. Bradley Road, Lake Forest, IL (hereinafter "The Property"). The Property includes, but is not limited to, a Barn, indoor Arena, additional structures, outdoor paddocks, riding trails, vehicle parking are and a large spring-fed lake. Solely for purposes of this Agreement, the Property shall include and encompass an additional 22 acre parcel commonly referred to as 26699 N. Bradley Road, Lake Forest, Illinois.

Acknowledgement of Inherent Risks and Assumption of Risk: Equine related activities are inherently dangerous to both participants and spectators alike. Additionally, equine associated properties which include barns, stalls, arenas, paddocks and riding trails are likewise inherently dangerous environments. I acknowledge that with my participation in/presence at the herein referenced equine assisted programs and additional activities and/or presence at the Property, whether as a client, participant, volunteer, instructor, therapist, guest and/or spectator, I do so voluntarily and with full knowledge and assumption of the risks and dangers. These risks and dangers may include, but are not limited to, injury, loss or damage to property, head injuries, broken bones, traumatic injury, pain, suffering and/or death. I further acknowledge that this Agreement covers certain known and unknown risks of engaging in equine activities, including but not limited to: (i) the propensity of an equine to behave in a 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, (iii) the hazards of surface or 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 the participant or others, such as failing ;to maintain control over the animal or not acting within his or her ability.

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. 745 ILCS 47/25

Acknowledgement of Barn Rules and Policies: I acknowledge receipt of, know and understand the applicable rules and regulations as established by the Connection and set forth via the Barn Rules and Policies. I agree to and abide by each and every barn rule and policy and further acknowledge that I can be denied/refused access to the programs and the Property due to my failure to abide by said Barn Rules and Policies.

Waiver, Release, Indemnification and Hold Harmless: For and in return for sufficient and valuable consideration of the sufficiency of which is hereby acknowledged and which includes, but is not limited to, the participation in and presence at the equine assisted programs and additional activities, presence at and use of the Property today and on all future dates, do forever waive, release and agree to indemnify and hold harmless the Connection from any and all claims for money, property damage, demands, disability, covenants, causes of action, suites, costs, expenses, attorneys' fees and court costs, unknown, concealed or hidden, claims or remedies of any kind whatsoever arising out of or in any way connected to my and/or my minor child/ward's participation in and/or presence at the Connection's herein referenced programs, additional activities and/or presence at the Property.

I specifically agree to assume all risks of harm, both to myself and my property, as outlined in this Agreement. I further agree to indemnify the Connection and to hold them harmless with respect to any claims for damage to my person and/or property and for claims made by other parties for any harm whether to their person and/or property caused by or on account of my actions. I agree that neither I, nor any one claiming through me, my minor/ward, will hereafter bring, commence, prosecute, file, demand and/or maintain any suite, legal action or proceeding either in law or equity against the Connection on account of, arising out of or in any way connected with my injury, harm and/or loss resulting from my presence upon the Property and/or presence at/participation in the various programs and additional activities.

THIS AGREEMENT represents the entire agreement between the parties and supersedes all prior oral and written understandings, communications and agreements. This agreement may not be modified, altered, amended or repealed unless done so by written amendment signed by both parties. If any provision of this Agreement is found to be invalid or illegal by a Court of competent jurisdiction, I agree that the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties. I execute this Waiver, Release, Indemnification and Hold Harmless Agreement on behalf of myself and/or for my minor child/ward and their respective heirs, successors, assigns and administrators.

EACH AND EVERY INDIVIDUAL WHO PARTICIPATES IN THE CONNECTION'S PROGRAMS AND/OR ADDITIONAL ACTIVITIES AND/OR WHO IS PRESENT AT THE PROPERTY, WHETHER AS A VOLUNTEER, PARTICIPANT, CLIENT, GUEST, SPOUSE, THERAPIST, APRENT OF A VOLUNTEER AND/OR PARTICIPANT, SIBLING, FRIEND AND/OR FAMILY MEMBER OF A VOLUNTEER AND/OR PARTICIPANT MUST EXECUTE THIS WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. THE CONNECTION STRICTLY ENFORCES A NO PARTICIPATION AND NO ADMISSION POLICY TO IT'S PROGRAMS AND TO THE PROPERTY TO ANY INDIVIDUAL WHO HAS FAILED TO EXECUTE THIS AGREEMENT.

Signature of Participant (18 years of age or older): _____ Date: _____

IF A PARTICIPANT/FAMILY MEMBER, GUEST AND/OR VOLUNTEER IS UNDER THE AGE OF 18 YEARS, **THE SIGNATURE OF A PARENT/LEGAL GUARDIAN IS REQUIRED.**

Minor/Ward's Name: _____ Date of Birth: _____

Minor/Ward's Name: _____ Date of Birth: _____

Parent/Legal Guardian's Signature: _____ Date: _____

EQUESTRIAN CONNECTION, NFP – PHOTO RELEASE

Equestrian Connection, NFP (hereinafter “the Connection”) is a 501(c) (3) tax-exempt organization and Illinois not-for profit corporation. The Connection provides various equine assisted instructional, hippotherapy and therapeutic riding programs to individuals with special needs, physical and mental disability. The connection further provides to its clients and their family members, invitees and guests additional activities that include, but are not limited to, physical, occupational and speech therapy, participation and attendance at the Special Olympics, field trips, fundraising events and social functions.

I, on behalf of myself and/or in the event that a releasing party is a minor, as parent/guardian for the minor child/ward, do hereby grant to the Connection, and those acting with its authority and permission, the irrevocable and unrestricted right and permission to use my photograph/photographic image(s) and distribute/publish said photo via any medium, magazine, newspaper, email, video, movie, newsletter, brochure, viewbook, promotional item, marketing material, the internet and/or world wide web.

For and in return for sufficient and valuable consideration the receipt and sufficiency of which is hereby acknowledged and which includes, but is not limited to, the participation in and presence at the equine assisted programs and additional activities provide by the Connection, do forever assign and transfer all rights to the photograph/photographic image(s) taken of my person. I expressly consent to the commercial and/or noncommercial publication of said photograph/photographic image(s) and understand that with this Release I am relinquishing all associated rights to compensation. I hereby waive any right to view, review and/or approve the photograph/photographic image(s) and any advertising copy or other matter that may be used in connection therewith prior to its use and publication.

I hereby release, discharge and agree to hold harmless the Connection, its authorized agents, assigns and those acting under its permission and authority, from and against any claims, damages and/or liability arising out of the use of, misuse, distortion, blurring, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur in the taking, processing, reduction or production of the finished product, its publication and/or distribution.

I do hereby release and forever discharge the Connection, its assigns, officers, directors, employees, representatives, photographer(s), authorized agents and insurers from any and all demands, causes of action, judgments and claims for slander, libel, invasion of privacy and any other legal claim, whether in contract or tort, based upon the use/publication of the herein referenced photograph/photographic image(s).

I have read and reviewed this document in its entirety and fully understand the contents, meaning and impact of this release of rights.

Signature (18 years of age or older): _____ Date: _____

IF RELEASING PARTY IS UNDER THE AGE OF 18 YEARS, THE SIGNATURE OF A PARENT/LEGAL GUARDIAN IS REQUIRED.

Minor/Ward’s Name: _____ Date of Birth: _____
Minor/Ward’s Name: _____ Date of Birth: _____

Parent/Legal Guardian’s Signature: _____ Date: _____