

RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

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

1. **Assumption of Risk and Waiver:** Participant understands and accepts the risks of engaging in Equine Activities, while mounted or unmounted, as well as merely being near a horse, mule, pony, donkey, or any other animal, including, but not limited to, llamas and goats (collectively "equine"), including: (i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; (for example: jump, run, kick, buck, bolt, spin, rear up, strike, bite, etc.); (ii) The unpredictability of an equine's reaction to sounds (for example: machinery, equipment, doors opening and closing, snow and ice falling, rain, wind, thunder, voices, etc.), sudden movement, and unfamiliar objects, persons, other animals, or other things; (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 under this Agreement includes, but is in no way limited to, those defined in the Illinois Equine Activity Liability Act, as well as riding another's equine, petting, leading, driving, feeding, watching, and otherwise interacting with or merely being in the vicinity of equines ("Equine Activities"). Participant understands the injuries, death, loss (both personal and property), and property damage that may result from the accepted risks of engaging in Equine Activities 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 Agreement are just a sampling and Participant is not relying on Released Parties (as defined below) 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 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 or observation of any Equine Activities, whether on or off the property, merely being near an equine, or merely being present on real property owned, leased, rented, borrowed, visited, or otherwise occupied by Hope Reigns Ranch, Daniel and Kathleen Marske, and their respective officers, owners, directors, guarantors, indemnitors, agents, employees, promoters, sponsors, other Participants, horse owners, advertisers, sales persons, photographers, volunteers, independent contractors, guests, visitors, invitees, trainers, and others acting on their behalf (collectively "Released Parties") regardless of whether or not Participant's presence on such real property is related to equines or Equine Activities.

2. **Release, Hold Harmless, Indemnification:** Participant agrees to release and hold Released Parties harmless for any illness, injury, death, damage, or other loss (collectively "Loss") incurred, by Participant, or to Participant's property, unless caused by Released Parties' willful and wanton misconduct. Participant agrees to indemnify Released Parties against any Loss sustained or suffered by any third party, whether caused by Participant directly or indirectly, and which includes reimbursement of Released Parties' attorneys' fees.

3. **Governing Law and Time Limitation:** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. All disputes relating to the interpretation and enforcement of this Agreement shall be resolved exclusively by the state court in Ogle County, IL. Participant hereby submit to the jurisdiction and venue of the Court for such purpose. Participant agrees that any and all claims and/or causes of action for Loss by Participant against the Released Parties must be brought within one (1) year of the date accrued and any and all claim for personal property Loss is limited to \$500.00 (Five Hundred Dollars).

4. **Attorneys' Fees:** Participant agrees to reimburse Released Parties for any and all attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Agreement and/or in defending or prosecuting any claims or causes of action involving, or in any way relating to, Participant.

5. **Participant Certification:** Participant certifies that he/she has read this entire Agreement and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant, spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein.

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

Date: _____
Signature: _____
Participant signing on own behalf **and** as
Parent/Legal Guardian of Minor Participant
Signer's Printed Name _____
Address: _____

Phone: _____

Date: _____ Signature: _____
Add'l Parent/Legal Guardian of Minor Participant
Signers' Printed Name: _____
Address: _____

Phone: _____

Minor Participant's Name and Date of Birth: _____