

**Hope Reigns Ranch**  
8019 East McGregor  
Rockford, IL 61102  
815-262-6008

**Participant Agreement, Release, and Acknowledgement of Risk**

In consideration of the services of Hope Reigns Ranch their agents, owners, officers, volunteers, participants, employees, Daniel and Kathleen Marske, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Hope Reigns Ranch), I hereby agree to release, indemnify, and discharge Hope Reigns Ranch, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that horseback riding, caring for horses, all therapeutic, recreational activities involving horses and other animals, and all farm related activities entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to me, to property, or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. The risks include, among other things: loss of control, collisions, horses and other animals 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 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, waterway, or terrain, bodies of water and accidents connected with their use, first-aid, emergency treatment or other services rendered, consumption of food and drink.  
Furthermore, Hope Reigns Ranch instructors 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, the horses, animals, or participant's behavior, or the terrain. They may give inadequate warning or instructions, and the equipment being used might malfunction.
3. 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.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Hope Reigns Ranch, their agents, owners, staff, volunteers, employees, Daniel and Kathleen Marske, and any and all other persons connected with Hope Reigns Ranch from any and all claims, demands, or causes, or action, which are in any way connected with my participation in this activity or my use of Hope Reigns Ranch's equipment or facilities or real property, including any such claims which allege negligent acts or omissions of Hope Reigns Ranch.
5. Should Hope Reigns Ranch or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. 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 if, all risks that may be created directly or indirectly, by any such condition.
7. In the event that I file a lawsuit against Hope Reigns Ranch, I agree to do so solely in the State of Illinois, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

(over) (Please initial-\_\_\_\_\_)

**WARNING**

8. 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.

By signing this document, I acknowledge that if I or anyone else 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 Hope Reigns Ranch., and/or associated parties, on the basis of any claim from which I have released them herein.

I have sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

\_\_\_\_\_ **By initialing this line, I wave the right to wear a helmet for any un-mounted activity.**

Signature of Participant: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

**Parent's or Guardian's Additional Indemnification**

**Legal guardian must complete and sign this form for participants under the age of 18 or who are not competent to sign legal documents**

I give my permission for \_\_\_\_\_ (print participant's name) to participate in Hope Reigns Ranch activities and to use its equipment and facilities, or real property. By signing this document I agree and acknowledge to indemnify and hold harmless Hope Reigns Ranch, it's staff, volunteers, directors, board members, and Daniel and Kathleen Marske or any associated parties, from any and all claims which are brought by me, or on behalf of participant and which are in any way connected with such use or participation by participant. I may be found in a court of law to have waived my right to maintain a lawsuit against Hope Reigns Ranch, and /or associated parties, on the basis of any claim from which I have released them herein.

\_\_\_\_\_ **By initialing this line I wave the right for the participant to wear a helmet for un-mounted activities.**

Legal Guardian \_\_\_\_\_ Signature Date \_\_\_\_\_

Print Name: \_\_\_\_\_

Address \_\_\_\_\_

City, State \_\_\_\_\_

