



EQUESTRIAN ACTIVITY, BOATING AND BICYCLING LIABILITY RELEASE FORM

(form updated 8/15/2020)

This is an agreement and a covenant to release Roger L. Burton and Sabina L. Burton and Galena Riverview Equestrian Center, (dba Riverview Ranch and Resort) its Board of Directors, employees, committees, affiliates and volunteers from liability when you rent a horse, or ride a horse or approach a horse or groom a horse or engage in an equestrian sport (Jumping, Hunting, Eventing and Cross Country) or otherwise have anything to do with horses on or off the property or when you utilize a boat, kayak or bicycle on or off property.

I (THE PERSON SIGNING AND BEING BOUND BY THIS RELEASE IS HEREAFTER REFERRED TO AS "I") am releasing valuable and important rights by this liability release and it is critical that I read and understand this release.

1. Certification of Review of Release. I agree to read and I will ask any questions I may have until I certify by signing this form that I understand the terms and conditions and I agree to such terms and conditions.

YES _____ (each adult signing must also initial here) _____

2. **WARNING**

UNDER THE ILLINOIS EQUINE ACTIVITY LIABILITY ACT, EACH PARTICIPANT WHO ENGAGES IN HORSEBACK RIDING OR OTHER EQUINE ACTIVITIES 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.

3. ACKNOWLEDGMENT OF RISKS OF ENGAGING IN HORSEBACK RIDING:

Horseback riding is an inherently dangerous activity involving significant elements of risk including, but no limited to, serious bodily injury, permanent trauma, paralysis and even death. Horses, irrespective of their previous behavior or characteristics, may act or react unpredictably based upon instinct, fright, or lack of proper control by the rider. I understand that the following describes some, but not all, of the risks, dangers or conditions inherent in horseback riding: (1) the propensity of a horse to behave in ways that may result in injury, harm or death to persons on or around them; (2) the unpredictability of a horse's reaction to sounds, sudden movement, and unfamiliar objects, persons, other animals, or other things; (3) certain hazards such as surface and subsurface conditions; (4) collisions with other horses or objects including the ground, fences, gates, trees, or other obstacles, (5) a failing horse landing on its rider; (6) being stepped on, kicked, trampled or bitten by a horse; (7) hanging up or otherwise becoming

entangled in stirrups, reins or other gear; (8) 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; and, (9) the inability of other riders to control other horses in my horse's proximity.

4. ACKNOWLEDGEMENT OF RISKS OF ENGAGING IN EQUESTRIAN SPORTS:

I understand that equestrian sports - especially jumping a horse - are extremely dangerous. There is a high probability that I may fall or otherwise have an accident that will injure me severely. I understand that many people have been killed engaging in equestrian sports. I specifically assume full responsibility for any such a possibility and I release Roger L. Burton and Sabina L. Burton and Galena Riverview Equestrian Center, its Board of Directors, employees, committees, and volunteers from any liability in such an event.

5. ASSUMPTION OF RESPONSIBILITY FOR TACK AND RIDING WHILE TRAINING.

I understand that the physical facilities, such as, but not limited to, jumps, all the tack (such as saddle, bridle, halter, lead rope, saddle pad, boots, whip, spurs) which I use to ride a horse, and all physical facilities used with or when renting a horse, approaching a horse, grooming a horse, riding a horse or engaging in any equestrian sports can contribute to an accident causing injury and death. I understand that if some other person coaches or trains me there can still be accidents causing injury and death even if I follow the directions of the trainer/coach due to the inherent risks arising out of riding a horse. I covenant that I will inspect to my full satisfaction all such facilities and I will assume responsibility for patent and latent defects or other involvements of such physical facilities in any accident causing injury or death. I covenant that I am capable, and I am competent to conduct an inspection of the physical facilities. I covenant that I am capable, and I am competent to ride while taking the lessons or training I arrange with a trainer/coach at the level and undertaking the exercises or sports in which I am engaged. I specifically and intentionally release Roger L. Burton and Sabina L. Burton and Galena Riverview Equestrian Center, its Board of Directors, employees, committees, volunteers and any coaches/trainers at this facility from liability arising from any accident causing injury or death caused by or arising out of such physical facilities or coaches/trainers.

6. REPRESENTATION OF ABILITY TO PARTICIPATE IN MY EQUESTRIAN SPORT.

I understand horses, even the most tame and gentle horses, are inherently dangerous as they shy, buck, or otherwise act unpredictably in a manner causing accidents causing injury and death. I covenant that I am competent to ride horses in the equestrian sport in which I am engaging and I assume full, exclusive and total responsibility for the horse I am riding, the bystanders, the other horses and the other riders. I release Roger L. Burton and Sabina L. Burton and Galena Riverview Equestrian Center, its Board of Directors, employees, committees, and volunteers from any liability for any accident causing my injury or death. I covenant to indemnify and hold Roger L. Burton and Sabina L. Burton and Galena Riverview Equestrian Center, its Board of Directors, employees, committees, volunteers or any other person on the property harmless for any damage or injury caused by my horse or myself due to my riding or the action of my horse or arising out of my riding or the action of my horse.

7. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:

I expressly assume the risk of and legal responsibility for injury, loss, or damage to me or to my property that results from participation in horseback riding or any other activity offered by Galena Riverview Equestrian Center, Riverview Ranch and Resort, Roger L Burton or Sabina L Burton or any sponsor of an equine sports event in which I elect to participate. I agree to assume full responsibility for the risks identified herein as well as those risks not specifically identified. I expressly assume full responsibility for property damage and personal injury or accidents of every type and degree including, but not limited to, sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, scrapes, contusions, concussions, paralysis neck and/or spinal injuries, shock, death, pain, suffering and any resulting expenses. Finally, I expressly extend my assumption of risk and my responsibility for that risk to all tack, gear, facility use and my use of instructors. I warrant I will inspect all tack, gear, boats, kayaks, bicycles, facilities and trainers/coaches used to my satisfaction prior to my full and exclusive assumption of the risk arising from or out of such use.

8. AUTHORIZATION FOR MEDICAL TREATMENT:

I hereby authorize any medical treatment deemed necessary in the event of any injury to me while participating in horseback riding, boating, kayaking, bicycling or other activities. I either have appropriate insurance or, in its absence, agree to pay all costs for medical services as may be incurred on my behalf.

9. EQUINE ACTIVITY LIABILITY ACT:

I know there is an Equine Activity Liability Act that is a law in Illinois. I certify that I have been given a copy of that law, that I have read that law and that I understand that law. See Illinois statute: 745 ILCS 47. (Archived at: <http://archive.is/t30Zh>).

10. PAYMENT OF ATTORNEY FEES TO PREVAILING PARTY:

I understand that lawsuits violative of this release are burdensome and unwarranted and I specifically agree that if I file a lawsuit against Galena Riverview Equestrian Center, Riverview Ranch and Resort, its Board of Directors, officers, employees, committees, affiliates and volunteers, any coaches/trainers used on the property, Roger L Burton and/or Sabina L Burton and if any or all of those parties prevail in that lawsuit then I will pay all lawyer's fees, court costs, and other litigation costs incurred by them in defending such a lawsuit.

11. COVENANT NOT TO SUE:

In consideration for my being allowed to participate with horses, in horseback riding, in equine sports activities, in boating, kayaking or bicycling activities I, for myself and my heirs, assigns and personal representatives, do hereby covenant not to sue and I release Roger L. Burton, Sabina L. Burton and Galena Riverview Equestrian Center, Riverview Ranch and Resort, its Board of Directors, employees, committees, volunteers and affiliates (Releasees) from all liability and waive any claim for damages arising from any cause whatsoever, including Releasees' own negligence, regardless of whether such negligence is the partial or sole cause of any injury, damage or death, including property damage. I also agree to protect, indemnify and save Releasees harmless from all claims, demands and causes of action of every kind and character, including, but not limited to attorney's fees and other legal costs and expenses arising

in my favor or in favor of our heirs, assigns, personal representatives and estates on account of any injuries or death, which I may suffer.

12. SEPARABILITY; ILLINOIS LAW TO APPLY:

If any provision of this agreement is found to be unenforceable by a court of competent jurisdiction or by an arbitrator or panel of arbitrators, all other provisions shall remain in full force and effect. This agreement shall be governed by the laws of the State of Illinois, including the Equine Activity Liability Act, 745 ILCS 47/1 - 47/25.

Adult Release

I certify I have read this entire release. I certify I understand this release. I agree to be bound by the terms and conditions of this release.

1. **Print Adult Rider/Participant's Name:** _____

Ph: _____ **Email:** _____

Sig: _____ **Date:** _____ **Beginner, Intermediate, Advanced.** (circle one)

2. **Print Adult Rider/Participant's Name:** _____

Ph: _____ **Email:** _____

Sig: _____ **Date:** _____ **Beginner, Intermediate, Advanced.** (circle one)

Guardian Release (required for children under 18)

I certify that I am the guardian of the rider(s)/participant(s) listed below. I have full and complete authority to execute this release on behalf of the rider(s)/participant(s). I certify I have read this entire release. I certify I understand this release. I agree that the rider(s)/participant(s) and I shall be bound by the terms and conditions of this release.

Child name(s): _____ **Age:** _____ **Beginner, Intermediate, Advanced**

_____ **Age:** _____ **Beginner, Intermediate, Advanced**

_____ **Age:** _____ **Beginner, Intermediate, Advanced**

Print Guardian's Name: _____

Guardian's Ph: _____ **Email:** _____

Signature: _____ **Date:** _____