



# Riverview Ranch and Resort



## EQUESTRIAN ACTIVITY, PETTING ZOO, BOATING, SLEDDING, BICYCLING LIABILITY RELEASE FORM

(form updated 11/23/22)

This is an agreement and a covenant to release Galena Equestrian Center, Riverview Ranch LLC, Riverview Resort LLC (dba Riverview Ranch and Resort) (hereinafter referred to collectively as “the Ranch”), and Roger L. Burton and Sabina L. Burton, owners, employees, representatives, officers, and agents, its Board of Directors, committees, affiliates, coaches/trainers/instructors, and volunteers (hereinafter referred to collectively as “the Wranglers”) from liability when you rent a horse, or ride a horse or approach a horse or groom a horse or otherwise have anything to do with horses on or off the property or when you interact with any petting zoo animal on or off property, or utilize or transport a boat, bicycle, or sled on or off property. I agree as a precondition to my participation in any activity described above (hereinafter referred to collectively as “the Event”) to be strictly bound by the terms of this Release.

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 will ask 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.

**\*INITIALS:** - Adult(s) 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_

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 EQUESTRIAN ACTIVITIES:**

Equestrian activities, including horseback and pony riding, is an inherently dangerous activity involving significant elements of risk including, but not 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 or handler. I understand that the following describes some, but not all, of the risks, dangers or conditions inherent in Equestrian activities (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 PETTING ZOO, BOATING, BICYCLING, SLEDDING AND COVENANT TO BE RESPONSIBLE. PETTING ZOO RULES:**

I acknowledge that petting zoo activities, boating, bicycling, and sledding involve inherent risks that may cause serious injury and possibly death to participants. I covenant not to chase animals, not to pick up larger animals, to feed only treats provided on-site by owners, and to be responsible for my children. Petting zoo rules: Safety First! Always keep your hands and fingers flat when feeding animals. Wash your hands after touching animals. Do not climb/stand/sit on fences. Be kind and gentle to animals. Have Fun!

**5. ASSUMPTION OF RESPONSIBILITY FOR TACK AND RIDING.**

I understand that the physical facilities, such as, but not limited to all the tack (such as saddle, bridle, halter, lead rope, saddle pad, boots, whip, spurs, helmet) 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 activities 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 wrangler due to the inherent risks arising out of riding or being near a horse. I covenant to wear a helmet when riding a horse, and to wear sturdy shoes when near 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 which causes injury, damage, 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 wrangler at the level and undertaking the exercises, or sports in which I engage. I specifically and intentionally release the Ranch and Wranglers at this facility from liability arising from any accident which causes injury or death caused by or arising out of such physical facilities or wranglers.

**6. 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 the Event. 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, bites, scratches, 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 wranglers. I warrant I will inspect all tack, gear, boats, bicycles, facilities, and wranglers used to my

satisfaction prior to my full and exclusive assumption of the risk arising from or out of such use. I fully understand the risks and dangers associated with my, and/or my child's (or my personal representative, heirs or assigns) participation in the Event, and accept same entirely at my own risk.

I consent to the use of my image in photographs and videos for advertising purposes.

**7. AUTHORIZATION FOR MEDICAL TREATMENT:**

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

**8. 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>).

**9. 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 the Ranch or its Wranglers, 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.

**10. COVENANT NOT TO SUE:**

In consideration for my being allowed to participate in the Event I, for myself and my heirs, assigns and personal representatives, do hereby covenant not to sue and I release the Ranch and its Wranglers from all liability for injury, death, property damage, or any other loss sustained by me or my child (or the child I am representing) as a result of my/their participation in the Event, due to any cause whatsoever including, without limitation, negligence on the part of the Ranch or its Wranglers and waive any claim for damages arising, including the Ranch or its Wranglers' 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 the Ranch and its Wranglers 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 my heirs, assigns, personal representatives and estates on account of any injuries or death, which I may suffer.

**11. 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. \*Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_
- 2. \*Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_
- 3. \*Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_
- 4. \*Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_
- 5. \*Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_
- 6. \*Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Please email newsletter to: \_\_\_\_\_

# 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. I understand that this document contains a promise not to sue the Ranch or its Wranglers and release and indemnify same for all claims.

Child name(s): \_\_\_\_\_ Age: \_\_\_\_, \_\_\_\_\_ Age: \_\_\_\_  
\_\_\_\_\_ Age: \_\_\_\_, \_\_\_\_\_ Age: \_\_\_\_

Print Guardian's Name: \_\_\_\_\_ I am the legal guardian of all minors listed above and will be present during the event.

Guardian's Ph: \_\_\_\_\_ Email: \_\_\_\_\_

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

Child name(s): \_\_\_\_\_ Age: \_\_\_\_, \_\_\_\_\_ Age: \_\_\_\_

Print Guardian's Name: \_\_\_\_\_ I am the legal guardian of all minors listed above and will be present during the event.

Guardian's Ph: \_\_\_\_\_ Email: \_\_\_\_\_

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