

Natural Balance Inc.

RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO IT'S TERMS. BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE STABLE, IT'S OWNER, EMPLOYEES AND AGENTS ("THE RELEASES").

I, _____ on behalf of myself (and my minor child _____).

Reside at _____, in _____.
[Street Address] [City] [State] [Zip]

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. Acknowledge that a horse or donkey may, without warning or any apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
2. ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse, and use of saddles, bridles, equipment, and gears provided to me by the Releases and furthermore voluntarily assume the full responsibility for conferring with my physician regarding participation in equine therapy and activities.
4. Release, discharge and promise not to sue the Releases for any loss, damage, injury (including death) or cost to my or my child's person or property arising out of riding or handling a horse, or use of saddles, bridles, equipment or gear provided by the Releases and
5. Release the Releases from any claim that such Releases were negligent in connection with my or my child's riding a horse, including but not limited to training or selecting horses, maintenance, care, fit or adjusting of saddles or bridles, therapeutic activities and instruction on riding skills or leading and supervising riders, which resulted in loss, damage, injury or both.
6. Indemnify, and save and hold harmless the Releases from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse and/or use of any saddles, bridles, equipment or gear provided therewith resulting from or contributed to by my own negligence.
7. Expressly agree that the foregoing release and assumption of risk, and indemnity agreement is governed by the laws of the State of Illinois and is intended to be as broad and inclusive as is permitted by Illinois law, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releases for any injury or damage in breach of this contract, I will pay all attorneys' fees and costs incurred by the Releases in defending such an action.
9. IT IS REQUIRED THAT I, MY CHILD AND ALL RIDERS OR PARTICIPANTS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN AND/OR MY CHILD'S SAFETY.
10. If the person who is to enter into this agreement is under eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on the behalf of the minor. If the minor is between 10 years old and 18 years old, the minor must also sign.

I have read this document. I understand it is a promise not to sue and to release Sharon Weimer, Natural Balance, Blazing Prairie Stars, volunteers, and any charitable supportive entities. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releases allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of horseback riding experience.

Student Signature

Date

Parent/Guardian Signature

Date