

## RELEASE, INDEMNIFICATION, AND WAIVER OF LIABILITY

### WARNING

Under the Illinois Equine Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and the legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.

2. I fully understand that horseback riding and horse-related activities are very dangerous activities which no amount of care, caution, instruction nor expertise can eliminate. I wish to participate in these activities knowing that they are dangerous. I accept and assume all risks of injury or death and I represent and warrant that I have the authority to provide this Release.

3. To the fullest extent allowed by law, I, on behalf of myself, my family, my heirs, successors, and assigns and anyone claiming any interest through me or on my behalf, knowingly, intentionally, and voluntarily waive, release, indemnify, and agree to hold harmless Darren Woller Horsemanship, Inc., DWH Holdings, LLC, their agents, and employees (Releasees) from any such actions, suits, claims, damages, and liability (including attorney fees and costs) that I, my family, my heirs, successors, assigns, and anyone else claiming interest through me or on behalf, may have for any loss, damage, injury, paralysis, or death to myself or any other person or property arising out of my participation in horseback riding, training, and related activities, whether such loss, damage, injury, paralysis or death results from the active or passive negligence of Releasees, I hold harmless and release Darren Woller Horsemanship, Inc, and DWH Holdings, LLC from any and all claims and damages which may occur from participating in any and all activities sanctioned by Stable.

4. To the fullest extent allowed by law, I WAIVE ANY RIGHT TO PRESENT ANY LEGAL CLAIM OR SUIT against the Releasees, whether based on negligence, breach of contract, breach of warranty, strict product liability, dangerous condition of property, or any other legal theories.

5. This document is a legally binding contract, which supersedes any other agreement, or representation by or between the parties and which is intended to provide a comprehensive Release of liability and agreement not to sue me.

6. The undersigned further expressly agrees that the foregoing Release and Waiver of Liability, Covenant Not to Sue and Indemnity Agreement is intended to be as broad and inclusive as permitted by the law of the State of Illinois and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT and further agrees that no oral representation, statements or inducements apart from the foregoing written agreement have been made. The undersigned further agrees that should any dispute arise between the parties arising from or relating to this Release and Waiver of Liability, Covenant Not to Sue and Indemnity Agreement, that the undersigned agrees to have the matter submitted to arbitration and waives any right of trial by jury.

I HAVE READ THIS RELEASE AND AGREE TO ITS CONTENTS.

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Signature of Stable \_\_\_\_\_

Parent/Gaurdian Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Address &  
Phone \_\_\_\_\_