

## Ellis House and Equestrian Center Hold Harmless Waiver

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To: KENDALL COUNTY FOREST PRESERVE DISTRICT, ILLINOIS, A municipal Corporation (hereinafter called Forest Preserve), and its Commissioners, Employees, Agents and Volunteers.

I, the undersigned, desire to be a student at the Ellis Equestrian Center of the Forest Preserve, subject to the rules of the Forest Preserve presently in force and as modified from time to time, and under the direction and control of authorized Forest Preserve personnel. I have read the instructions related to the Equestrian program, prepared by the Forest Preserve, and agree to abide by all its terms and conditions as set forth therein and as modified from time to time hereafter.

In consideration of the Forest Preserve accepting the undersigned for participation in the Equestrian program and the educational and other benefits to be received by the undersigned, and with the understanding that a horse may be startled by sudden movement, noise or other factors, and may shy suddenly, rear, stop short, bite, buck, kick, or run with its rider, especially when the ride is conducted through an outdoor or natural setting as lessons and trail rides will be, I hereby assume all risks of any nature whatsoever related to the program including, but not limited to those risks set out above, and on my own behalf, on behalf of my child or ward, and on behalf of my child's ward's heirs, executors, and administrators.

I give permission to Kendall County Forest Preserve to use my (or my child's / ward's) photographic likeness in all forms and media for advertising, trade, and any other lawful purposes.

☐ By checking this box, I decline these photographic permissions.

I understand that at no time am I an employee or agent of the Forest Preserve, its Commissioners, Employees, Agents, and Volunteers.

- a) I voluntarily waive, release, and hold harmless the Forest Preserve, its elected officials, officers, employees, agents, and other volunteers from any and all claims, causes of action and damages for bodily injury or death that I may suffer as a result of, or in any manner connected with, directly or indirectly, my participation as a student in the Ellis Equestrian Center programs at the Ellis House and Equestrian Center of the Kendall County Forest Preserve District when such bodily injury or death is the result of my own negligent or intentional acts or omissions of another program student. I understand that this waiver and release precludes my right to recovery of damages in the event I am injured in the course of my participation as a student in the Ellis Equestrian Center programs at the Ellis House and Equestrian Center.
- b) I shall defend, hold harmless and indemnify the Forest Preserve, its elected officials, officers, employees, agents and other volunteers from and against all damages, claims, liabilities, causes of action, judgments, settlements, costs and expenses (including but not limited to reasonable expert witness and attorney fees) that may at any time arise or be claimed by any person as a result of bodily injury, death or property damage, or as a result of any other claim or cause of action of any nature whatsoever, arising from or in any manner connected with, directly or indirectly, my negligent or intentional acts or omissions in my participation as a student in the Ellis Equestrian Center Programs at the Ellis House and Equestrian Center.

I have read, fully understand and agree to the assumption of risk, waiver, and release, hold harmless and indemnification terms as set forth above.

The participant's birthday is the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

If the participant is less than 18-years of age, the participant's parent(s) or guardian(s) must sign this Agreement on behalf of the participant, agreeing to the terms and conditions of this agreement

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

\_\_\_\_\_  
Print Participant's Name

\_\_\_\_\_  
Parent or Guardian Signature

\_\_\_\_\_  
Print Parent or Guardian Name

Indicate signature relationship to student (circle one):      Father      Mother      Guardian

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

Emergency Contact Name and Number: \_\_\_\_\_

Date: \_\_\_\_\_ E-mail: \_\_\_\_\_