

WALK ON

Participant Liability Release

NARHA Standard A11

WARNING

UNDER THE EQUINE ACTIVITIES LIABILITY ACT, EACH PARTICIPANT WHO ENGAGES IN AN EQUINE ACTIVITY EXPRESSLY ASSUMES THE RISK OF ENGAGING IN AND LEGAL RESPONSIBILITY FOR INJURY, LOSS OR DAMAGE TO PERSON OR PROPERTY RESULTING FROM THE RISK OF EQUINE ACTIVITIES 745 ILCS 47/25

I/we _____ would like to participate in the Walk ON program. I/we acknowledge and accept the risks and potential risks of engaging in equine activities, including but not limited to:

- 1) the propensity of equines to behave in dangerous ways that may result in injury to the participant
- 2) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals; and
- 3) the hazards of surface or subsurface conditions.

However, I/we feel the possible benefits to myself/my son/my daughter/my ward are greater than the risks assumed. I/we hereby, intending to be legally bound, for myself, my personal representatives, heirs distributees, guardians legal representatives, next of kin and assigns, waive and release all claims for damages against Walk On, its owners, lessors, agents, employees, instructors, therapists, volunteers officers, directors, shareholders and members for any and all injuries and losses I/we may sustain while participation in Walk On's program.

Costs and Fees: In the event the undersigned shall commence litigation in respect to their participation in Walk On's program, the undersigned will be responsible for all costs and expenses, including attorney's fees incurred by BOTH parties as a result of such litigation.

Accident/Medical Insurance: I/we the undersigned agree that should emergency medical treatment be required. I/we have or my own accident/medical insurance company shall pay for all such incurred expenses. I have recorded my accident/medical insurance on Walk On's Authorization for Emergency Medical Treatment form.

Severability: In the event that one or more of the provisions of this Agreement are ever invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed severable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

I/WE THE PARTICIPANT AND/OR THE PARENT OR GUARDIAN THEREOF IF UNDER 18 YEARS OF AGE OR OTHERWISE CANNOT CONSENT, THE

WALK ON

UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT WARNINGS, RELEASE AND ASSUMPTION OF RISK AND HAVE READ AND VOLUNTARILY SIGN THIS AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE ABOVE WRITTEN AGREEMENT HAVE BEEN MADE BY WALK ON, IT'S OWNERS, LESSORS, AGENTS, EMPLOYEES, THERAPISTS, INSTRUCTORS, VOLUNTEERS, OFFICERS, DIRECTORS, SHAREHOLDERS AND MEMBERS.

I/WE THE PARTICIPANT AND/OR THE PARENT OR GUARDIAN THEREOF IF UNDER 18 YEARS OF AGE OR OTHERWISE CANNOT CONSENT, THE UNDERSIGNED, CERTIFY THAT I HAVE THE LEGAL AUTHORITY TO EXECUTE THIS AGREEMENT. THIS AGREEMENT SHALL REMAIN VALID UNTIL EXPRESSLY REVOKED BY THE PARTICIPANT AND/OR THE PARENT OR GUARDIAN THEROF IF UNDER 18 YEARS OF AGE OR OTHERWISE CANNOT CONSENT.

Date _____

Consent Signature: _____
Participant, Parent or Guardian