

RELEASE, WAIVER, HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY BEFORE SIGNING

The undersigned, as a Participant/Spectator/Visitor/Guest/Volunteer (collectively “**Participant**”), on his/her own behalf and, if applicable, as the Parent/Legal Guardian of a minor Participant (minor included as “**Participant**”), for good and valuable consideration, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless, Defend and Indemnification Agreement (“**Release**”):

1. **Assumption of Risk and Waiver:** Participant understands and accepts the risks of engaging in Equine Activities, as well as merely being near a horse or pony (collectively “**equine**”), including, illness, injury, death, property damage, or any other loss (collectively “**Loss**”) resulting from faulty tack and equipment, a failure of Released Parties to make a reasonable and prudent effort to determine the ability of the participant to engage safely in the equine activity or manage safely the particular equine, and/or the result of a dangerous latent condition of the Facility, as well as: (i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (ii) The unpredictability of an equine's reaction to sounds (ex.: machinery, equipment, doors, snow and ice falling, rain, wind, thunder, voices, ATV's, gun shots, cars, trucks, etc.), sudden movement, and unfamiliar objects, persons, other animals (ex.: leashed or unleashed dogs, wildlife, etc.), or other things (ex.: jumps, poles, flowers, flags, golf carts, riding whips and bats, etc.); (iii) Certain hazards such as surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery, hard, or deep footing or flooring, construction material, other dangerous latent conditions of the Facility, etc.); (iv) Collisions with other equines or objects; and (v) The potential of a participant to act in a negligent manner that may contribute to injury to participant or others, such as failing to maintain control over the animal, or not acting within his or her ability. Participant understands the Loss that may result from the accepted risks of engaging in Equine Activities or just being near an equine, that equines are powerful and potentially dangerous, even without warning, and that the risks listed in this Release are just a sampling and Participant is not relying on Released Parties to list all possible equine-related risks. Participant agrees that no warranties or representations as to the condition or safety of the Facility property have been made. Participant understands and agrees that Versailles, Inc. (“**Facility**”) require the wearing of an ASTM-standard F1163/SEI-certified equestrian hard hat (“**Hard Hat**”) for anyone riding an equine at the Facility property and that failing to wear a Hard Hat while engaged in Equine Activities increases the risk of serious injury and/or death. Participant is not relying on Released Parties to provide a Hard Hat, check a Hard Hat or its harness strap for proper fitting, or monitor the wearing of a Hard Hat. Participant shall remain solely responsible for requiring that anyone riding Participant's equine, or any other horse at Participant's request, is wearing a Hard Hat. Participant agrees to execute this Release and accepts responsibility for the execution of this Release by anyone riding Participant's equine or otherwise at the Facility property at Participant's request, invitation, or permission, whether or not they are engaging in Equine Activities. Participant agrees to at all times to be responsible for his/her personal health and safety, to purchase and maintain his/her own insurance, remain financially responsible for his/her medical expenses, and waives his/her right to any claims arising from participation in or observation of any Equine Activities, whether on or off the property where the equine is stabled and/or transported to, being near an equine, or merely being present on real property owned, leased, rented, borrowed, visited, organized upon, or otherwise occupied or utilized by the Released Parties, regardless of whether or not Participant's presence there is related to equines or Equine Activities. The following shall be included as Released Parties under this Release: Versailles, Inc., ARMACO, LLC, Bernard Morauw, Catherine Morauw, and their respective heirs, beneficiaries, agents, assigns, instructors, trainers, employees, volunteers, independent contractors, working students, assistants, sponsors, guests, visitors, members, managers, officers, directors, owners, and others acting on their behalf (collectively “**Released Parties**”).

2. **Release/Hold Harmless/Defend/Indemnify:** Participant agrees to release, hold harmless, defend, and indemnify Released Parties for any illness, injury, death, damage, or other loss (collectively “**Loss**”) incurred by Participant or to Participant's property, including his/her equine, even if Loss is caused by negligence, gross negligence, or other fault of Released Parties (except willful and wanton or intentional misconduct).

3. **Governing Law/Time Limitation/Attorneys' Fees/Jury Waiver:** This Release shall be construed and enforced in accordance with Illinois law. All disputes relating to the interpretation and enforcement of this Release shall be resolved exclusively by the state court in Kane County, Illinois. Participant submits to this jurisdiction and venue for such purpose. Participant agrees that this Release does not expire and that any and all claims and/or causes of actions for Loss by Participant against the Released Parties surviving this Release must be brought within one (1) year of the date accrued and any claim for personal property Loss is limited to Five Hundred Dollars (\$500). Participant agrees to reimburse Released Parties for any attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Release and/or in defending or prosecuting any claims or causes of actions involving, or in any way relating to, Participant. Participant agrees to waive trial by jury in any action, proceeding, or claim brought by Participant against Released Parties on any matters related to, arising out of, or connected with this Release.

4. **Severability/Modification:** If any provision of this Release or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, neither the remainder of this Release nor the application of such provision to any other person or circumstance shall be affected thereby, and each provision of this Release shall be valid and enforceable to the fullest extent permitted by law. This Release can only be modified in writing signed by Participant and an authorized representative of Versailles, Inc. or ARMACO, LLC

5. **Participant Certification:** Participant certifies that he/she has read this entire Release and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant, Participant's parents, spouse, family members, heirs, agents, trustees, beneficiaries, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein, certifies that Participant signs this Release voluntarily, understands that the signing of this Release is required for Participant to participate in Equine Activities, and knows that Participant has other facilities to choose from to engage in Equine Activities.

WARNING UNDER THE EQUINE ACTIVITY LIABILITY ACT, EACH PARTICIPANT WHO ENGAGES IN AN EQUINE ACTIVITY 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

Date: _____ Signature: _____ Address: _____
Participant signing on my own behalf and if applicable on behalf of my minor child

Printed Name: _____ Phone/E-Mail: _____

Emergency Contact Name/Phone/Relationship: _____

Minor Participant's Name and Date of Birth: _____