



RELEASE, WAIVER, AND HOLD HARMLESS AGREEMENT

The undersigned Client, or Parent(s)/Legal Guardian(s) of Client (collectively "Client"), agrees to the following terms and conditions:

- 1. **Assumption of Risk and Waiver:** Client understands and accepts the risks of engaging in equine activities, including (i) the propensity of an equine to behave in dangerous ways that may result in injury to the participant, (ii) the inability to predict an equine's reaction to sound, movements, objects persons, or animals, and (iii) the hazards of surface or subsurface conditions. Client therefore agrees at all times to be responsible for his/her personal safety, remain financially responsible for his/her medical expenses, and waives his/her right to any claims arising from his/her participation in or observation of any equine activities or mere presence on the Versailles, Inc. and/or ARMACO LLC (collectively "Facility") property.
- 2. **Release and Hold Harmless:** Client agrees to release and hold the Facility, Catherine Morauw, Bernard L. Morauw, their respective heirs, directors, members, subsidiaries, affiliates, agents, officers, assigns, volunteers, employees, independent contractors, and affiliated groups, harmless for any illness, injury, death, damage, or other loss incurred.
- 3. **Dispute Resolution and Governing Law:** The parties agree that any and all disputes or claims arising under or in connection with this Agreement or the services proved to Client, shall be settled and determined by binding arbitration conducted in accordance with the then existing commercial rules of JAMS under the Illinois Uniform Arbitration Act. Said arbitration shall take place in Facility's selected municipality, in the State of Illinois. In any and all disputes resolution, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- 4. **Attorneys' Fees:** Client agrees to reimburse Facility for any and all attorneys' fees and costs incurred by it in enforcing the terms of this Agreement and/or in defending or prosecuting any claims or causes of action involving, or in any way relating to, Client.
- 5. **Client Certification:** Client certifies that he/she has read this entire Agreement and understands, agrees, and intends on his/her own behalf, and on behalf of his/her heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein.

_____ Dated _____ Signature: _____
 Client or Parent(s)/Legal Guardian(s) if Client is under 18 yrs old

Name(s): _____

Address(es): _____

Phone No.: _____

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