

WAYNE AREA CONSERVANCY FOUNDATION

RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

The undersigned Visitor/Guest/Participant, on his/her own behalf and as the Parent(s)/Legal Guardian(s) of a minor Visitor/Guest/Participant (collectively "Participant"), for good and valuable consideration, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless, and Indemnification Agreement ("Agreement"):

1. Assumption of Risk and Waiver: Participant understands and accepts the risks of participating in activities sponsored, organized or otherwise related to Wayne Area Conservancy Foundation ("WACF") on property owned, leased, rented, or otherwise occupied by WACF (collectively "the Facility"). The activities include, but are in no way limited to: events relating to horse-drawn hayrides, prairie tours, cookouts, any other "Countryside Care Day" events, trail clearing activities, and other events sponsored, organized, or otherwise related to WACF (collectively "WACF activities"). Participant agrees to assume the risks and dangers inherent in engaging in WACF activities including, but not limited to, operating manual or power equipment, operating or being a passenger on motorized vehicles, interacting with wildlife and other animals, encountering falling debris such as trees, branches, and the like, interacting with loose or restrained dogs, suffering allergies, or needing medical attention while engaged in WACF activities. Participant agrees to at all times remain solely responsible for Participant's personal safety, remain financially responsible for Participant's medical expenses, and waives Participant's right to any claims arising from participation in or observation of any events or activities on the Facility property. Participant further understands and agrees that WACF is not required to provide medical attention to Participant, whether emergency or not, and Participant agrees to release and hold WACF harmless for any medical care offered and/or provided by WACF or anyone else. Participant further understands and accepts the risks of engaging in Equine Activities (as defined below), as well as merely being near a horse, including, but in no way limited to: (i) The propensity of a horse to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) The unpredictability of a horse's reaction to sounds, sudden movement, and unfamiliar objects, persons, other animals, or other things; (iii) Certain hazards such as surface and subsurface conditions; (iv) Collisions with other horses 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 horse, or not acting within his or her ability. Participant agrees that engaging in Equine Activities under this Agreement includes, but is in no way limited to, those defined in the Illinois Equine Activity Liability Act, as well as riding on or operating a horse-drawn carriage, holding, handling, petting, leading, feeding, watering, bathing, or grooming horses, or assisting with any of these activities, and otherwise interacting with or merely being in the vicinity of horses (collectively "Equine Activities"). Participant understands the injuries, death, loss, and property damage that may result from the accepted risks of engaging in Equine Activities or just being near a horse, that horses are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Agreement are just a sampling and Participant is not relying on this Agreement to list all possible horse-related risks.

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

2. Release, Hold Harmless, Indemnification: Participant agrees to release, hold harmless, and indemnify WACF, the Facility, and their respective managers, members, directors, employees, volunteers, guests, visitors, invitees, independent contractors, agents, assigns, and others acting on their behalf (collectively "Released Parties"), for any and all illness, injury, death, damage, and/or any and all other claims or losses of any kind or nature (collectively "Loss") incurred by Participant or third party, whether caused by Participant directly or indirectly, even if caused in whole or in part by the negligence or any other fault of the Released Parties, except willful and wanton or intentional misconduct.

3. Governing Law and Time Limitation: This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. All disputes relating to the interpretation and enforcement of this Agreement shall be resolved exclusively by the state court in DuPage County, Illinois. The parties hereto hereby submit to the jurisdiction and venue of the Court for such purpose. Participant agrees that any and all claims and/or causes of action for Loss by Participant against the Released Parties must be brought within one (1) year of the date accrued and any claim for personal property Loss is limited to \$500.00 (Five Hundred Dollars).

4. Attorneys' Fees: Participant agrees to reimburse Released Parties for any attorneys' fees and costs incurred in enforcing the terms of this Agreement and/or in defending or prosecuting any claims involving, or in any way relating to, Participant.

5. Participant Certification: Participant certifies that he/she has read this entire Agreement and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant, spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained in this Agreement.

Signature: _____
Dated _____ Participant signing on own behalf and as Parent/Legal Guardian if Participant is a minor
Address: _____
Phone: _____ E-Mail _____
Add'l Parent/Legal Guardian if Participant is a minor
Address: _____
Phone: _____ E-Mail _____

Minor Participant's Name and DOB: _____