



PEET EQUESTRIAN
 Howard & Erica Peet
 8116 White Oaks Road
 Wonder Lake, IL 60097
 (801) 599-8130
 www.peetequestrian.com

RELEASE of LIABILITY

Execution of Peet Equestrian Release of Liability by Client and Client’s children/legal wards

Client, as well as all persons entering the premises of Peet Equestrian, are required to sign Peet Equestrian's *Release of Liability*. Parents or legally appointed guardians are required to sign on behalf of minor children/legal wards under the age of 18.

I, Primary Client (Primary Client is also called, “Client”, “I”, “me”, or “my” throughout this agreement), agree to enter the following agreement with Howard and Erica Peet, of Peet Equestrian, as a condition for them allowing me/us, and persons identified below, to enter the Peet Equestrian’s premises, be near horses or ponies for any purpose of training, boarding, showing, receiving riding instruction, and/or riding horses (regardless of who owns them) on, near, or off of the Peet Equestrian Property.

Primary Client: _____ (Spouse or Legal Partner): _____

Address of Client: _____

Phone of Primary Client: _____ Phone of Spouse/Partner _____

E-Mail Address (Primary): _____ E-Mail (Spouse/Partner): _____

Person(s) to Contact in Case of Emergency: _____ **Phone:** _____

Client agrees to keep Peet Equestrian immediately apprised of any changes in the above information.

I (Client) also make this agreement on behalf of the following, who is/are my child/children or legal ward(s):

1. Child Name _____ Child’s Date of Birth: _____ AGE: _____

2. Child Name _____ Child’s Date of Birth: _____ AGE: _____

Possible Risks

I, _____ (Client), understand that anyone riding or even near a horse can suffer bodily and other injuries. Among other things, horses are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of a horse are to jump forward or sideways, or run away from danger by trotting or galloping. Horses are also known to kick, buck, rear up, spin around suddenly, strike, or bite. I know that horses can do any of these things without warning. I also understand that all horses, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous. Further, I understand that riding or being near a horse can expose me to numerous hazards, which could include for example: the propensity of a horse to behave in ways that may result in injury, harm, or death to persons around them; the unpredictability of a horse’s reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on, near, or off of the Peet Equestrian Property; and/or collisions with other horses or objects. I also understand that these are just some of the risks and dangers, and I agree to assume others. I am not relying on Peet Equestrian to list every possible risk for me.



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Indemnification

In consideration of Peet Equestrian undertaking the training, boarding, showing, giving riding instruction on or off the Peet Equestrian property, and/or riding of the Client's horse(s) under the terms of this *Release of Liability Agreement*, Client agrees to hold harmless and release Howard Peet and Erica Peet, Peet Equestrian and their respective employees, acting on their behalf from liability for any and all bodily injuries or damages that Client may sustain when on or near Peet Equestrian's premises, whether riding or near horses, caused in whole or in part by the ordinary negligence of Peet Equestrian, or its respective employees. By the term "damages," Client means medical expenses, expenses incurred because of bodily injury or property damages, and/or personal property damages. Further, Client releases and discharges Howard Peet, Erica Peet, Peet Equestrian, and their respective employees, acting on their behalf of and from all claims, demands, actions, omissions, rights of action, or causes of action (present or future), liabilities or obligations, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of Client's injury or damage that may be sustained, or property damage (except if the injury or damage is caused by Peet Equestrian's *gross negligence or wanton and willful misconduct*). **Client Initial:** _____

Client also agrees to hold harmless and release Howard Peet, Erica Peet, Peet Equestrian and their respective employees acting on their behalf from liability for any and all injuries, damages, or losses of Client's horse(s) arising out of the boarding/training/showing/lessons by Peet Equestrian while on or off the Peet Equestrian property, that may occur from any cause whatsoever including loss by fire, theft, running away, accidents, illness, death, or injury during the term of this agreement, whether the horse(s) is/are in Peet Equestrian's care, custody or control (except if caused by Peet Equestrian's *gross negligence or wanton and willful misconduct*). **Client Initial:** _____

It is also mutually understood and agreed that Peet Equestrian will not be liable for any loss of, damage to, or theft of Client's equipment, vehicle(s), trailer(s) or personal belongings kept on the premises of Peet Equestrian Property (except if the injury or damage is caused by Peet Equestrian's *gross negligence or wanton and willful misconduct*). **Client Initial:** _____

ASTM/SEI Headgear and Proper Footwear

I, Client, agree to be fully responsible for my own safety and the safety of my minor children/legal wards.

Client Initial: _____

Peet Equestrian **requires** that I, Client wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian head gear for use when riding, or driving, horses. **Client Initial:** _____

Peet Equestrian **requires** that all minor children/legal wards under the age of 18 wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian head gear when riding, driving, or near horses. **Client Initial:** _____

It is also understood whenever I, Client and my minor children/legal wards are at the Peet Equestrian Property, that Peet Equestrian **requires** we all wear proper riding footwear (preferably hard, smooth soled boots with a small heel).

Client Initial: _____



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All parts of this *Release of Liability* Agreement shall apply to Client(s) and the Client's children/legal wards listed on this agreement.

This Agreement is and shall in the future be binding each time when Peet Equestrian permits Client and Client's children/legal wards to enter the Peet Equestrian Property, or to participate at a clinic being taught by Peet Equestrian on or off the Peet Equestrian property.

Peet Equestrian may establish reasonable rules regarding the use and occupancy of, the Peet Equestrian property or participation at a clinic being taught by Peet Equestrian, and Client and Client's children/legal wards agree to abide by and adhere to Peet Equestrian's rules. Failure to do so will result in Client and Client's children/legal wards to no longer be allowed on the Peet Equestrian Property, or to participate at a clinic being taught by Peet Equestrian.

This *Release of Liability* Agreement is an Addendum to ANY and ALL Peet Equestrian Contracts that are signed by the Client and all its terms apply to any service being rendered by Peet Equestrian, be it Training, Boarding, Showing, Giving Instruction, Coaching, etc.

By signing below Client(s) agree that they have read and understood all that is stated in the 3 pages of the Peet Equestrian *Release of Liability* Agreement and agree to be fully bound by its terms.

Illinois Equine Law:

WARNING

Under the Illinois 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.

Client Signature: X _____ **Print:** _____ **Date:** _____

Print Name of 1. Child/Ward: _____

Print Name of 2. Child/Ward: _____

Peet Equestrian Signature: X _____ **Print:** _____ **Date:** _____