



Edward McCarthy  
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(847) 888-9888



**HARD HAT AGREEMENT**

I, the undersigned Client, being 18 years of age or older, understand that either failing to wear protective headgear, or wearing protective headgear not ASTM/SEI approved while riding horses, increases the risk of serious injury and/or death. Understanding these risks, I am voluntarily electing to ride without protective headgear and/or without an ASTM/SEI approved headgear.

I agree to release and hold McCarthy Farm, Inc. and A.M.T. Land, LLC's ("Facility") respective owners, managers, officers, directors, members, partners, subsidiaries, affiliates, agents, attorneys, assistants, representatives, assigns, volunteers, employees, independent contractors, trainers, and others acting on their behalf, as well as Edward C. McCarthy and Karen L. McCarthy and their respective heirs, relatives, agents, attorneys, assigns, and others acting on their behalf (collectively "Released Parties") harmless for any illness, injury, death, damage, or other loss incurred by me as a result of not wearing protective headgear or wearing protective headgear not ASTM/SEI approved.

I agree 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 arising out of this Agreement.

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 the provisions of this Agreement shall be resolved exclusively by the federal or state court located in Kane County, Illinois, and I hereby submit to the jurisdiction and venue of the court for such purpose. I agree that any and all claims and/or causes of action, for injury, death, property damage or other claims or losses, by me or my minor child, on my own behalf and/or on behalf of my minor child, against the Released Parties must be brought within one (1) year of the date of the occurrence giving rise to such claim or loss.

By signing below, I agree that I have read this entire Agreement and understand, agree, and intend to be bound by all of the terms and conditions contained herein.

**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**

Dated: \_\_\_\_\_ Client Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_