



Edward McCarthy  
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**RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT**

The undersigned Client/Participant/Spectator/Visitor/Guest (collectively "Client"), on his/her own behalf and as the Parent(s)/Legal Guardian(s) of a minor Client, 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:** Client understands and accepts the risks of engaging in equine activities and merely being near a horse, mule, or pony (collectively "equine"), including: (i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; (for example, jump, run, kick, buck, bolt, spin, rear up, strike, or bite); (ii) The unpredictability of an equine's reaction to sounds, sudden movement, and unfamiliar objects, persons, other animals, or other things (for example, kick, buck, bolt, spin, rear up, strike, or bite); (iii) Certain hazards such as surface and subsurface conditions; (iv) collisions with other equines or objects; (v) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. Client understands the resulting injuries, death, and property damage that may result from the accepted risks of engaging in equine activities or just being near an equine, that equines 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 Client is not relying on Released Parties (as defined below) to list all possible equine-related risks. Client therefore agrees, on his/her own behalf and on behalf of his/her minor Client, that he/she understands the risks and dangers inherent in equine activities and agree to assume them on his/her own behalf and on behalf of minor Client, to 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, being near an equine, or mere presence on the property of McCarthy Farm, Inc. and/or A.M.T. Land, LLC (collectively "Facility").

2. **Release, Hold Harmless, Indemnification:** Client agrees to release and hold Facility's 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 Client unless caused by Released Parties' gross negligence or wanton and willful misconduct. Client agrees to indemnify Released Parties against injuries and damages sustained or suffered by any third party, whether caused by Client directly or indirectly, and which includes reimbursement of Released Parties' attorneys' fees.

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 federal or state court in Kane County, Illinois. The parties hereto hereby submit to the jurisdiction and venue of the Court for such purpose. Client agrees that any and all claims and/or causes of action, for injury, death, property damage, or other claims or losses by Client, on his/her own behalf and/or on behalf of a minor Client, against the Released Parties, must be brought within one (1) year of the date of the occurrence giving rise to such claim or loss.

4. **Attorneys' Fees:** Client agrees to reimburse Facility for any and all attorneys' fees and costs incurred by Facility 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 minor Client, spouse, heirs, agents, representatives, relatives, successors, and assigns, 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**

Signature: _____	_____
Dated	Add'l Parent/Legal Guardian if Client is a minor
Client signing on own behalf <b>and</b> as Parent/Legal Guardian if Client is a minor	a minor
Printed Name: _____	Printed Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____