

## Tower Hill Stables Trail Riding Liability Waiver

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_, as a precondition of renting and/or riding horses upon trails operated by Tower Hill Stables., hereinafter referred to as T.H.S., is for the purpose of stating the rules, responsibilities, and *dangers*, of horseback riding; and further, inasmuch as **horseback riding is a dangerous sport**, holding harmless T.H.S., its employees, volunteers, indemnifying companies and their agents and underwriters, and anyone over whose land the trails may be ridden, from any legal action or damages that may arise as a result of renter/rider, and/or animals being upon aforesaid trails, or roads adjacent thereto; and patron further agrees to abide by all rules and conditions of T.H.S. and agrees to follow all verbal instructions of T.H.S., its employees, and volunteers.

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

City/State/Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_ Emer. Phone #: \_\_\_\_\_

### Rules

1. Each rider takes full responsibility for his/her safety while riding on trails operated by T.H.S. and will not hold T.H.S., its employees, volunteers, indemnifying companies and their agents and underwriters, and anyone over whose land the trails may be ridden, responsible for any arm or injury incurred while upon said trails access to trails or roadways adjacent thereto.
2. T.H.S. **DOES NOT** guarantee the behavior of any horse, function of equipment, or the condition of any trails or property ridden upon.
3. The person listed above agrees to take full responsible care of all horses by following instructions, obeying ALL posted and verbal rules given in the pre-ride talk, and staying with his/her group in the order assigned.
4. Allowed speeds are walk only.
5. Do not let your horse eat or drink on the trails unless given permission by the guide.
6. A trail guide must accompany all riders
7. For safety reasons persons under 18 years of age are required to wear a helmet at all times when riding a T.H.S. horse.
8. **I understand if I am 18 or older I have access to a riding helmet if I choose to wear one. I choose to \_\_\_\_\_ or not to \_\_\_\_\_ wear a helmet (initial one).**
9. All persons riding upon the aforesaid trails shall report any hazards or injury of any type to T.H.S. Immediately upon incident or notice.
10. Mounting and dismounting shall not be done without the assistance of a T.H.S. employee or volunteer.
11. All riders/renters/participants agree to pay all attorney fees and related court cost incurred by both them and T.H.S. should they elect to enter into civil litigation or any other form of recourse against T.H.S.
12. This Release/Waiver of Liability shall be binding upon the heirs, next of kin, executors, administrators and personal representatives of the undersigned.

WHEREAS, the UNDERSIGNED acknowledges the inherent risks involved in riding and working around horses, which risks include bodily injury from using, riding or being in close proximity to horses, among other risks, and further, that both horse and rider can be injured in normal use or in competition and schooling:

IN CONSIDERATION, therefore, for the privilege of riding and/or working around horses at Tower Hill Stables, the undersigned does hereby agree to hold harmless and indemnify Tower Hill Stables, it's agents, employees and further release them from any liability of responsibility for accident, damage, injury, or illness to the Undersigned or any horse owned by the Undersigned or to any family member or spectator accompanying the Undersigned while on the premises of Tower Hill Stables. I shall bring no claims, demands, actions, and causes of action, and/or litigation, against this stable for any economic and non-economic losses due to bodily injury, death, and/or property damage sustained by me and/or my minor child or legal ward in relation to the premises and operations of this stables, including while riding, handling, or otherwise being near horses owned by or in the care, custody and control of this stable.

I have read and understand the above agreements and have filled out the required information to the best of my knowledge and I agree to abide by all the rules and further agree to hold harmless T.H.S., its employees, volunteers, lessons, indemnifying companies and their agents and underwriters, and all parties over which the trails operated by T.H.S. travel for any damages or harm which may arise as a result of me and/or animals using the facilities operated by T.H.S. Should any part of this contract be found to be invalid it shall not affect any other provisions in the contract. In the event of a disabling accident, I hereby specifically authorize T.H.S. and employees thereof, to summon any and all aid it/they, at their sole discretion, deem(s) necessary for me and agree to hold T.H.S. harmless for any costs related thereto. In the event of an injury, I agree to assist in filing out and signing an injury report supplied by T.H.S. **I further understand that under the Equine Liability Act: Each participant who engages in an equine activity assumes the risks of engaging in and legal responsibility for injury, loss, or damages to person or property resulting from the risks of equine activity. IL P.W.A. #89-0111. Initial acknowledgement here: \_\_\_\_\_**

Photo Release- Adult: I grant permission to use my photograph in print or online materials designed for news, advertisement informational or educational purposes related to Tower Hill Stables.

Photo Release- Minor: I grant permission to use photographs of my minor child in print or online materials designed for news, advertisement, informational or educational purposes related to Tower Hill Stables.

\_\_\_\_\_  
Rider's Name

\_\_\_\_\_  
Signature of Rider (over 18) or Parent or Guardian

Tower Hill Stables

12N254 Tower Road, Hampshire, IL 60140 - Phone: (847) 464-1616 Fax (847) 464-4375

[www.towerhillstables.net](http://www.towerhillstables.net)    [tower.hill@yahoo.com](mailto:tower.hill@yahoo.com)

Rider's Name

Signature of Rider (over 18) or parent or guardian

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