

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

WARNING!!!

Under Illinois Law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities.

I _____ hereby state that I have read and understood the legal release from liability.
(print name)

Signature of Applicant for Services _____
Signature of Parent or Guardian _____
Signature of Provider of Services _____

Date _____

In consideration of the services of Camp Shaw-waw-nas-see, Susan Crisp and their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "NICA"), I hereby agree to release, indemnify, and discharge NICA, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that horseback riding, caring for horses, and all therapeutic activities involving horses entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
The risks include, among other things: loss of control, collisions; horses, irrespective of their previous behavior and characteristics, may act or react unpredictably based upon instinct, fright, or lack of proper control by rider; latent or apparent defects or conditions in equipment, animals or property; acts of other participants in this activity, adverse weather conditions; contact with plants, insects, or animals; my own physical condition or my own acts or omissions; the condition of remote roads, trails, waterways, or terrain, and accidents connected with their use; first-aid, emergency treatment or other services rendered; consumption of food and drink.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NICA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity of my use of NICA's equipment or facilities, **including any such Claims which allege negligent acts or omissions of NICA.**
4. Should NICA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against NICA, I agree to do so solely in the state of Illinois, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against NICA on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____
Address: _____
Phone: _____ Date: _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by NICA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless NICA from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____



PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK Zip Line and Challenge Course

In consideration of the services of Camp Shaw-waw-nas-see, Susan Crisp and their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "NICA"), I hereby agree to release, indemnify, and discharge NICA, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

7. I acknowledge that zipline and other activities, offered at Camp Shaw have unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
The risks include, among other things: acts of other participants in this activity, adverse weather conditions; contact with plants, insects, or animals; my own physical condition or my own acts or omissions; first-aid, emergency treatment or other services rendered; consumption of food and drink.
8. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
9. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NICA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity of my use of NICA's equipment or facilities, **including any such Claims which allege negligent acts or omissions of NICA.**
10. Should NICA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
11. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
12. In the event that I file a lawsuit against NICA, I agree to do so solely in the state of Illinois, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

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Signature of Participant: _____ Print Name: _____
Address: _____
Phone: _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by NICA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless NICA from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____