

RELEASE, WAIVER AND INDEMNITY AGREEMENT

The undersigned (hereinafter referred to as "Rider"), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to participate in equine activities with the National Association of Mounted Orienteering ("NACMO"), and being fully aware of the risk of injury and dangers inherent in the riding and handling of horses, hereby elects voluntarily to participate in said activities, and does hereby willingly enter into this Release, Waiver & Indemnity Agreement.

THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY EQUINE ACTIVITY SPONSORED BY NACMO, RIDER KNOWINGLY AND EXPRESSLY WAIVES RIDER'S RIGHTS TO SUE NACMO, ITS OFFICERS, DIRECTORS, VOLUNTEERS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURY, DEATH, LOSS, OR DAMAGE CAUSED TO RIDER OR TO RIDER'S PROPERTY, AND RIDER AGREES TO ASSUME ALL RISKS INHERENT IN RIDING OR OTHERWISE COMING IN CONTACT WITH HORSES, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO RIDER OR TO RIDER'S PROPERTY. RIDER ACKNOWLEDGES THAT RIDER HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INTRINSIC DANGERS OF EQUINE ACTIVITIES, INCLUDING (i) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS OR OR AROUND THEM; (ii) THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SUCH THINGS AS SOUNDS, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS; (iii) CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS; (iv) COLLISIONS WITH OTHER ANIMALS OR OBJECTS; AND (v) THE POTENTIAL OF A PARTICIPANT ACTING IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR NOT ACTING WITHIN THE PARTICIPANT'S ABILITY, AND RIDER EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES CAUSED BY SUCH RISKS. THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO RIDER AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OF RIDER, IN ACCORDANCE WITH THE TERMS OF ILLINOIS STATUTE PUBLIC ACT 111-SB 240, INDIANA STATUTE 34-4-44 AND WISCONSIN STATUTE 895.525, AND SHALL BE CONSTRUED TO COMPLY WITH ALL EXCULPATORY TERMS OF THE STATUTES.

IF RIDER IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY RIDER'S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES (i) TO WAIVE THE PARENT'S, GUARDIAN'S, AND RIDER'S RIGHTS TO SUE THE PARTIES NAMED IN THE IMMEDIATELY PRECEDING PARAGRAPH; (ii) TO ASSUME, ON BEHALF OF THE PARENT, GUARDIAN, AND RIDER, THE RISKS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, IN ADDITION TO ALL OTHER RISKS OF RIDING OR OTHERWISE COMING INTO CONTACT WITH HORSES; AND (iii) TO INDEMNIFY AND HOLD HARMLESS NACMO, ITS OFFICERS, DIRECTORS, VOLUNTEERS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS OR DAMAGE SUSTAINED OR CLAIMED BY RIDER (OR RIDER'S PERSONAL REPRESENTATIVE), AND FURTHER TO INDEMNIFY NACMO, ITS OFFICERS, DIRECTORS, VOLUNTEERS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY AND ALL COSTS OF DEFENDING SUCH CLAIMS, INCLUDING ATTORNEYS' FEES.

It is expressly agreed by Rider and any parent or guardian whose signature appears on this document that this Release, Waiver and Indemnity Agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability under IL Statute Public Act111-SB 240, IN Statute 34-4-44 and WI Statute 895, and that NACMO is covered by the provisions these statutes. It is also expressly agreed by Rider and any parent or guardian whose signature appears on this document that the term "Member" as used herein, specifically includes any landowner whose property the NACMO meets on, passes through, or otherwise uses in connection with an equine activity, and that any such landowner is covered by the provisions of these statutes.

This Release, Waiver and Indemnity Agreement shall be governed and construed by the laws of Illinois, Indiana and Wisconsin, regardless of where any injury or loss shall occur. In the event that any portion of this Release, Waiver and Indemnity Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.

CAUTION: READ BEFORE SIGNING

Signature of Rider \_\_\_\_\_

Rider's Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent or Guardian \* \_\_\_\_\_

Parent/Guardian Printed Name \_\_\_\_\_ Date \_\_\_\_\_

\*PARENT OR GUARDIAN MUST SIGN IN ADDITION TO RIDER UNDER EIGHTEEN YEARS OF AGE.