

JIGSAW FARMS, LLC
WAIVER, RELEASE, INDEMNIFICATION &
HOLD HARMLESS AGREEMENT

WARNING

Under the Illinois Equine Activity Liability Act, 745 ILCS 47/1 et seq., 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 equine activities.

On behalf of myself, and/or my minor child or ward, my/our successors, executors, administrators and/or assigns, including any one claiming by or on behalf of any of me/us, in consideration of the grant of right to use the facilities and/or grounds at Jigsaw Farms, LLC (“Jigsaw Farms”), subject to the terms and conditions of this agreement, I agree as follows:

1. Acknowledgement of Risk, Release, Assumption of Responsibility, Waiver of Liability and Release.

a. I acknowledge that all equine activities are dangerous, and it is therefore impossible to guarantee the safety of anyone who is in, upon or uses the facility and/or grounds of Jigsaw Farms for any purpose. Therefore, I understand that when I am in, upon or use the facility and/or grounds I assume all risk and legal responsibility for loss or damage to property or injury or death to me and/or my minor child or ward.

b. I also acknowledge that if I participate, or allow my minor child or ward to participate, in any equine activity, including as a rider, spectator, volunteer and/or trainer, I choose to do so voluntarily, knowing that this activity is dangerous.

c. I specifically represent, covenant and warrant that I (either individually or on behalf of my minor child or ward) assume full and complete responsibility for any and all injury, loss of property and/or death that may result and **I expressly waive and release Jigsaw Farms, its insurers, owners, agents and employees.**

d. Further, regardless of the reason I, or my minor child or ward, am/is on the grounds of Jigsaw Farms, I specifically acknowledge that I/they will be regarded as a participant in an equine activity and I accept the limits of liability as stated above in the Illinois Equine Activity Liability Act in the event of any injury to me/them.

2. Acknowledgment that Trainers are not Employees. I acknowledge that any trainer which I may use for instruction at Jigsaw Farms is not an employee of Jigsaw Farms or in any way sponsored, endorsed, approved or affiliated with Jigsaw Farms.

3. Acknowledgment of Rules and Regulations. I am aware that there are, and that it is my responsibility to know and understand, the rules and regulations governing conduct and activities at the Jigsaw Farms facility and upon its grounds. I agree to abide by each of them.

4. Acknowledgment of Equestrian Helmet Policy. I acknowledge that Jigsaw Farms has established a rule requiring the wearing of a properly fitted equestrian helmet which meets ASTM/SEI standards, with secured chin harness properly fastened at all times when engaged in any equine activity at the facility or upon its grounds.

5. Agreement to Indemnify and Hold Harmless. I fully understand that this agreement

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covers all known and unknown risks of an equine activity; and **I agree to indemnify and to hold harmless Jigsaw Farms, its insurers, owners, agents and employees** of and from any and all liability for any and all claims, demands, causes of action, damages, injuries or death, that I or my minor child or ward may have including any injuries or death to my equine and/or loss of my property, of every nature arising out of or in any way resulting from being upon or the use of the Jigsaw Farms facility and grounds, and I assume all risks as set forth in this agreement. Neither my minor child or ward, nor I, nor any one claiming through me or them, will hereafter make any claim or demand against, initiate, file or bring any legal lawsuit, action or proceeding against Jigsaw Farms, its insurers, owners, agents and employees for or on account of, arising out of, or in any way connected with any injury or loss or for any claim made by others for any injury or loss of any nature arising out of or in any way resulting from being upon or the use of Jigsaw Farms' facility and grounds.

BEFORE SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE INFORMATION IN IT. I ACKNOWLEDGE THAT I DO NOT NEED ANY FURTHER EXPLANATION OF ITS CONTENTS AND WAIVE ANY FURTHER EXPLANATION. I HAVE VOLUNTARILY AGREED TO ITS TERMS AND PROVISIONS AND I AGREE THAT NO VERBAL OR WRITTEN STATEMENT, REPRESENTATION, OR INDUCEMENT HAS BEEN MADE TO ME TO OBTAIN MY SIGNATURE TO IT.

Dated: _____, 20_____.

Participant's Signature: _____

BOTH PARENTS OR LEGAL GUARDIANS ARE REQUIRED TO SIGN FOR ANYONE UNDER THE AGE OF 18 YEARS

Minor/Ward's Name: _____ Minor/Ward's Birth Date:

Dated: _____, 20_____.

Parent or Legal Guardian's Signature:

Parent or Legal Guardian's Signature:
