



2015 Temporary Membership Application & Participant Release
\$10 Fee – Valid for ONE show

REVERSE SIDE MUST BE SIGNED

PLEASE PRINT

TODAY'S DATE _____

NAME _____ BIRTH DATE _____
LAST FIRST MI

ADDRESS _____

CITY, STATE, ZIP _____

PHONE () _____

EMERGENCY CONTACT _____ PHONE () _____

PLEASE SEE REVERSE SIDE FOR LIABILITY RELEASE
RELEASE MUST BE READ AND SIGNED BEFORE YOU CAN
PARTICIPATE IN PEKIN RIDING CLUB EVENTS

RELEASE, WAIVER, AND HOLD HARMLESS AGREEMENT

The undersigned temporary member of Pekin Riding Club, Inc., (on his/her own behalf and as the Parent(s)/Legal Guardian(s) of a member), or invitee, visitor, or other guest of a temporary member or Pekin Riding Club, Inc. (collectively "Member"), agrees to the following terms and conditions:

- Assumption of Risk and Waiver:** Temporary member 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 dangerous ways that may result in injury to the participant (for example, jump, run, kick, buck, bolt, spin, rear up, strike, or bite), (ii) the inability to predict an equine's reaction to sound, movements, objects persons, or animals, (for example, kick, buck, bolt, spin, rear up, strike, or bite), and (iii) the hazards of surface or subsurface conditions. Temporary member 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 Temporary member is not relying on the Released Parties to this Agreement to list all possible equine-related risks. Temporary member therefore agrees, on his/her own behalf and on behalf of his/her minor Temporary member, 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 Pekin Riding Club, Inc. ("Facility"). Temporary member understands the risks and dangers inherent in equine activities and agrees to assume them on his/her own behalf and on behalf of the minor Temporary member, and Temporary member's guests, visitors, family members, heirs, agents, and assigns.
- Release, Hold Harmless, Indemnification:** Temporary member agrees to release and hold the Facility, their respective relatives, directors, other members, partners, subsidiaries, affiliates, agents, assistants, managers, officers, representatives, assigns, volunteers, employees, independent contractors, and others acting on their behalf (collectively "Released Parties"), harmless for any illness, injury, death, damage, or other loss (collectively "Losses") incurred unless directly caused by their gross negligence or wanton and willful misconduct. Temporary member agrees to indemnify Released Parties against all Losses sustained or suffered by any person or entity (including, but not limited to, anyone a party or not a party to this Agreement), whether caused by Released Parties directly or indirectly, and which shall include the reimbursement of Released Parties' costs, expenses, and attorneys' fees.
- 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 the provisions of this Agreement shall be resolved exclusively by the federal court or state court located in Tazewell County, Illinois, and the parties hereto hereby submit to the jurisdiction and venue of the Court for such purpose. Temporary member agrees that any and all claims and/or causes of action, for Losses by Temporary member, on his/her own behalf and/or on behalf of a minor Temporary member, against the Released Parties, must be brought within one (1) year of the date they accrue.
- Attorneys' Fees:** Temporary member agrees to reimburse Facility for any and all expenses, costs, and attorneys' fees incurred by it 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, Temporary member.
- Temporary Member Certification:** Temporary Member 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 heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein.

_____, Signature: _____
Dated _____ Temporary Member signing on his/her own behalf **and** both Parent(s)/Legal Guardian(s)
if Temporary Member is under 18 yrs old

PLEASE PRINT

Name: _____
Address: _____
Phone No.: _____

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