

RICH HARVEST FARMS

RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY AGREEMENT

[Equine Activities]

BY SIGNING RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY AGREEMENT (THIS “**AGREEMENT**”) YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN THE EVENT OF INJURY, DEATH AND PROPERTY DAMAGE.

PARTICIPANT

NAME: _____

AGE: _____

ADDRESS: _____

CITY/STATE: _____

ZIP: _____

HOME PHONE: _____

CELL PHONE: _____

BUSINESS PHONE: _____

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

DESCRIPTION OF RISKS

Each Participant understands that there are risks that are an integral part of equine activities and otherwise dealing with horses and ponies, including but not limited to:

- The propensity of an equine to behave in dangerous ways that may result in injury to the participant.
- The inability to predict an equine’s reaction to sound, movements, objects, persons, or animals.
- That hazards of surface or subsurface conditions including, but not limited to, surface or subsurface conditions.

RELEASE, HOLD HARMLESS AND INDEMNITY

1. Participant has read, understood, and freely and voluntarily enter into this Agreement with RICH HARVEST FARMS CO. (the “**Company**”), its staff, employees, officers, managers, members, and owners.

2. Participant understands that this Agreement is a waiver and release of any and all liabilities associated with or arising from my participation in or viewing of equine activities at the facilities owned or operated by the Company, its staff, employees, officers, managers, members, owners, J.R. Investments, LLC, Jerome A. Rich, Keith J. Rich and anyone else directly or indirectly connected with the Company. This Agreement is provided in consideration of Participant’s use and enjoyment of the property, stables, facility and services of the Company.

3. Participant understands and acknowledges that there are risks inherent in dealing with equines (including horses, ponies, mules, donkeys, and hinnies) and participating in, viewing and engaging in equine activities. Participant hereby expressly and unconditionally accepts all of those risks and the potential dangers and liabilities arising therefrom and expressly waives any and all claims for any injury, loss, damages to person or property and death arising therefrom.

4. Understanding these risks, potential dangers and liabilities, Participant hereby releases, holds harmless and indemnifies the Company, its staff, employees, officers, managers, members, owners, J.R. Investments, LLC, Jerome A. Rich, Keith J. Rich and anyone else directly or indirectly connected with the Company from any and all liability, accident, claim, injury, death, demand, cause of action, damage, theft, judgment, and expense, including without limitation all reasonable attorneys’ fees, which may in any way arise from, incurred or in any manner be connected with Participant’s use of or presence upon Company’s facilities or otherwise arising from or incidental to participation in equine activities, including without limitation electing to mount and ride a horse, or being a spectator at equine activities at the Company’s facilities.

5. Participant represents and warrants that this Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Agreement, Participant knows and understands that this Agreement further limits the liability of equine professionals.

6. Participant agrees that Participant has been given sufficient time to read, and understand and ask questions, if any, concerning that nature and scope of this Agreement.

7. This Agreement may not be altered, amended, or modified except in writing and signed by both parties. This Agreement shall be governed by the Laws of the State of Illinois. Venue for any litigation involving Participant and the Company, including its staff, employees, officers, managers, members, and owners shall be in Kane County, Illinois.

8. Participant hereby grants permission and authority to the Company, its officers, staff and employees to act for Participant in executing verbal instructions (if I am unable to do so) to act for Participant in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention for the Participant in the event of any perceived medical emergency. Participant hereby releases and holds harmless the Company, its officers, staff and employees from any liability or expense connected with obtaining prompt medical attention for the Participant.

For purposes of this Agreement, the word “**Company**” shall include, without limitation the facilities owned or operated by Rich Harvest Farms Co., as well as its staff, employees, officers, managers, members, owners, J.R. Investments, LLC, Jerome A. Rich, Keith J. Rich and anyone else directly or indirectly connected with the Company.

MINORS

If the Participant is a minor, the undersigned represents and warrants that the undersigned is the parent or legal guardian of the Participant. The undersigned has read this Agreement and in consideration of the Company allowing the Participant entry onto its premises and/or allowing Participant to engage in equine activities, hereby agrees that all of the terms and conditions contained herein shall apply to such Participant and shall be binding upon the undersigned and the Participant.

The undersigned, being the parent or legal guardian of the Participant, hereby grants permission and authority to the Company, its officers, staff and employees to act for Participant in executing verbal instructions (if unable to contact us) to act for us in dealing with physicians, available ambulance companies and hospitals, and to obtain prompt medical attention for the Participant in the event of any perceived medical emergency. The undersigned hereby covenants and agrees to release, hold harmless from and indemnify the Company, including its officers, staff, employees and owners and the owner of the stables and property from any liability or expense connected with obtaining prompt medical attention for the Participant.

Executed this _____ day of _____, 20____

Print Participant’s Name: _____

Participant’s Signature: _____

IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, THE PARENT OR GUARDIAN MUST READ THE ABOVE AND SIGN BELOW INDICATING HIS/HER AGREEMENT.

Print Parent/Guardian’s Name: _____

Parent/Guardian’s Signature: _____