



Participant Name:

Program:



Participant and/or Parent/Guardian Consent and Release of Liability

PLEASE READ THIS SECTION CAREFULLY BEFORE SIGNING, and be aware that in participating in any program whether it be a program of Central Illinois Easter Seals, Timber Pointe Outdoor Center, a Contracted Partner Group, a Guest Rental Group, a Fund Raiser, the Teams Challenge Course, or the High Ropes Course, using or renting Timber Pointe Outdoor Center facilities and/or equipment, you will be waiving and releasing all claims for injuries, loss, or property damage that you (or your child) might sustain arising in any manner from programs, activities, events, and/or the use of the facilities or equipment. ***This section must be filled out and signed by each participant (or their parent/guardian) or they will not be allowed to participate or use the facilities or equipment at Timber Pointe Outdoor Center.***

Acknowledgement of Risk or Injury Clause—As a participant in the program or event, I recognize the risk and acknowledge that there are certain risks of physical injuries, including death, damages, property damage, or loss which I (or my child) may sustain as a result of participating in any and all activities connected with such programs, events, and/or the use of the facilities or equipment.

Waiver of Claim for Injury Clause—I agree to waive and relinquish all claims that I (or my child) may have for injuries or damages, as a result of participating in the programs, events, and/or using the facilities or equipment, against National Easter Seals Easter Seals, Central Illinois, Easter Seals Timber Pointe Outdoor Center, and their officers, agents, servants, employees, and affiliates.

Release from Liability Clause—I do hereby fully release and discharge National Easter Seals, Easter Seals Central Illinois, Easter Seals Timber Pointe Outdoor Center, and their officers, agents, servants, employees, and affiliates from any and all claims for injuries, including death, damages, property damage, or loss which may have or which may in the future accrue to me (or my child) on account of participation in the program, events, and/or use of the facilities or equipment.

Indemnity and Defense Clause—I further agree to indemnify and hold harmless and pay defense costs and defend National Easter Seals, Easter Seals Central Illinois, Easter Seals Timber Pointe Outdoor Center, and their officers, agents, servants, employees, and affiliates from any and all claims resulting from injuries, including death, damages, property damage, and/or loss sustained by me (or my child) and arising out of, connected with, or in any way associated with the activities of the program, event, or the use of the facilities or equipment.

Consent to Medically Treat —While participating at Easter Seals' Timber Pointe Outdoor Center; if an accident should occur requiring medical and/or surgical treatment, I authorize Easter Seals' Timber Pointe Outdoor Center Executive Director or the designated responsible person to select and empower the local EMS system, nurses, physicians and/or surgeons to administer medical care to me. I absolve Easter Seals Timber Pointe Outdoor Center staff, nurses, physicians and/or surgeons from any and all liability for their acts rendered in good faith.

Consent to Medically Treat Minor—The undersigned, in case of emergency and in the event the undersigned cannot be reached by telephone, does hereby give permission for medical treatment by a physician or hospital selected by the Executive Director. Such permission shall include any and all medical treatment which is necessary or desirable in the absolute discretion of any such physician or hospital. **The undersigned recognizes the right of the Executive Director, in his/her absolute discretion, to terminate the undersigned's stay at any time due to disciplinary or medical actions which might jeopardize the camper's or others' health, safety, or well being at camp.** The undersigned further agrees to pick up the participant immediately upon being notified of such termination. If someone other than the undersigned is to pick up the applicant at the end of the camp session, such person must present **written** authorization from the undersigned.

Signature of Participant

Emergency Contact Name and #

Date

MINOR CONSENT TO PARTICIPATE & TREAT: I hereby give my permission for the participant (named above) to attend the program or event for which he/she is registering for and in the event of an accident/illness, **Timber Pointe Outdoor Center administration has my permission to secure emergency medical care as needed** until I can be reached.

Signature of Parent or Guardian of Minor Participant if participant is under the age of 18

Emergency Contact Name and #

Date

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

WARNING

Following is the Illinois Equine Activity Act 745 I.L.C.S. 47/1.

WARNING

Under the Illinois Equine Activity Act, each participant who engages in an equine activity expressly assumes the risk of engaging in and is legal responsibility for injury, loss, or damage to person or property resulting in the risk of equine activities.



BEFORE SIGNING, PLEASE READ THIS ENTIRE DOCUMENT!!

The undersigned individual for himself or herself, his or her spouse and/or his or her children, ward, or any other minor he/she is representing with consent of minor's Parent/Legal Guardian to legally act as guardian (hereinafter collectively and individually referred to as the "Undersigned"), releases and holds harmless TIMBER POINTE OUTDOOR CENTER and anyone associated with the Timber Pointe Outdoor Center including, but not limited to the Rockin' P Public Riding Ranch, Inc. and their (Timber Pointe Outdoor Center and Rockin' P Public Riding Ranch, Inc.) respective owners, officers, directors, agents, clients, volunteers, independent contractors and employees (hereinafter collectively and individually referred to as the "Released Parties"), from any liability, claim or suit that may result directly or indirectly, wholly or in part, from the Undersigned's participation, rental, use or misuse of any equipment, animals or services furnished by the Released Parties.

➡ (Initial) BY SIGNING THIS AGREEMENT, THE UNDERSIGNED ACKNOWLEDGES/ ACCEPTS ALL RISKS THAT INCLUDES BUT ARE NOT LIMITED TO THE FOLLOWING:

1. THE PROPENSITY OF ANY EQUINE, WHICH INCLUDES HORSES, PONIES, MULES, DONKEYS, OR HINNIES, TO BEHAVE IN WAYS THAT MAY RESULT IN INJURY OR HARM, OR DEATH TO THE PERSONS ON OR AROUND THEM INCLUDING THE UNDERSIGNED;
2. THE PROPENSITY OF AN EQUINE TO BE UNPREDICTABLE IN ITS REACTION TO SOUNDS, SUDDEN MOVEMENT, AND UNFAMILIAR OBJECTS, PERSONS INCLUDING THE UNDERSIGNED, OTHER ANIMALS, ETC.;
3. THE POSSIBILITY OF AN EQUINE TO ENCOUNTER THE HAZARDS OF SURFACE OR SUBSURFACE CONDITION THAT RESULT IN INJURY OR DEATH TO THE UNDERSIGNED*;
4. THE POSSIBILITY OF EQUINE COLLIDING WITH OTHER EQUINES OR OBJECTS THAT COULD RESULT IN INJURY TO THE UNDERSIGNED;
5. THE POTENTIAL OF THE UNDERSIGNED, OR AN OTHER PARTICIPANT TO ACT IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE UNDERSIGNED OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR NOT ACTING WITHIN HIS/HER ABILITY;
6. THE POSSIBILITY OF TACK FAILURE. TO THE BEST OF OUR KNOWLEDGE, TACK IS SOUND AND PROPERLY SECURED, HOWEVER, THERE IS A POTENTIAL OF FAILURE WHICH COULD RESULT IN FALLING FROM HORSES CAUSING SERIOUS INJURY AND/OR DEATH. THIS INCLUDES BUT IS NOT LIMITED TO THE POTENTIAL OF THE SADDLE GIRTHS LOOSENING DURING THE RIDE. NOTIFY A GUIDE OR SOMEONE IMMEDIATELY IF YOU FEEL TACK MAYBE INSECURE OR FAULTY;
7. THE POSSIBILITY, IF OTHER SERVICES ARE PROVIDED INCLUDING BUT NOT LIMITED TO A HAYRACK RIDE, LESSONS, CAMP ACTIVITIES THERE IS A RISK OF EQUIPMENT FAILURE, EQUIPMENT COLLISION, AND/OR HAZARDS OF SURFACE OR SUBSURFACE CONDITIONS THAT COULD RESULT IN INJURY OR DEATH TO THE UNDERSIGNED*;
8. THE NEED TO NOTIFY A GUIDE IF AT ANY TIME UNDERSIGNED FEELS THEY ARE IN DANGER, UNCOMFORTABLE, OR HAVE A QUESTION.

*Illustration: Unsatisfactory surface conditions caused by water, ice, snow, mud, or other substances that may effect footing; holes, ditches, culverts, fallen trees, branches, building materials, and debris that may or may not be apparent to Equines, Equipment or Participants; fence posts, gates, branches and other similar obstructions that may effect Equines, Equipment or Participant; subsurface conditions such as animal burrows that may cause the soil to provide inadequate support; any other surface or subsurface that may or may not be apparent to Equines or Participants and that may effect Equines, Equipment and Participants. This illustration and list of items is not exhaustive and is intended only to illustrate hazards of surface or subsurface,

➡ (Initial) INSURANCE – BY SIGNING BELOW YOU, THE UNDERSIGNED, AGREE (for self and/or Minor(s) for which you are Parent/Legal Guardian/ Authorized Adult) IF MEDICAL TREATMENT OF ANY TYPE OR KIND BE REQUIRED, THAT YOUR or MINOR(S)' PERSONAL INSURANCE COMPANY AND/OR PERSONAL FUNDS SHALL PAY FOR ALL SUCH INCURRED EXPENSES INCLUDING BUT NOT LIMITED TO SERVICES PROVIDED BY HOSPITAL, DOCTOR(S), AND CLINICS. THE RELEASED PARTIES WILL NOT BE HELD LIABLE FOR ANY CLAIMS OR SUITS OF ANY TYPE OR KIND.

➡ (Initial) BY SIGNING THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT the Undersigned acknowledges that they have read and accepts this agreement. They and anyone associated with them, including but not limited to all of their heirs, do hereby voluntarily and forever releases, holds harmless and discharges the Released Parties from any and all claims, suits, actions, and/or liability of any type or kind (including but not limited to, damages for personal injury – hereinafter "personal injury" is understood to also include disabling injury that could alter life's activities and even death) that the Undersigned at any time may have or sustain as a result of participating in services provided, including but not limited to horse rental (i.e. Trail Ride), pony-on-a-lead, hayrack ride, day clinics, lessons, receiving instructions, receiving goods, or anything else connected with the Released Parties or other acts or omissions of any time or kind relating to the Released Parties. The Undersigned fully understands, acknowledges and agrees that there is a possibility of accidental or other physical injury when participating in services such as horse rental, pony leads, hayrack rides, day clinics, lessons etc. Nonetheless, the Undersigned further agrees to assume the risk of personal injury, and any and all other risk or any loss or injury of any type or kind whatsoever, including loss of use and any other indirect or consequential damages which the undersigned may suffer, resulting directly or indirectly, wholly or in part, from Released Parties services including but not limited to horse rental, pony-on-a-lead, and hayrack ride. Undersigned further agrees to indemnify and hold harmless the Released Parties from any and all loss, cost or expense suffered, and claims, demands, actions damages, and judgments of any nature asserted against the Released Parties as a result of the Undersigned's renting and/or participating in any services offered by the Released Parties.

➡ (Initial) I, the Undersigned, have signed this WAIVER AND RELEASE OF LIABILITY AND IDEMNITY AGREEMENT form freely and willingly, without any pressure of any kind from anyone. I fully understand all of the contents of this Agreement and acknowledge that I and Minor(s) I am signing for have received instructions on the proper use of equipment (including tack) and/or horses/animals(s)/equipment rented. If signing as an Adult Representative for Minor(s), I acknowledge that I have permission from Minor(s)' parent or legal guardian to act as their legal guardian and to sign this waiver of liability. I take full responsibility for said Minor(s). I acknowledge that parent and/or legal guardian has stated that they will abide by all stated restrictions and releases in this form including but not limited to the agreement that the Timber Pointe Outdoor Center and Rockin' P Ranch Inc. or anyone associated with them (Released Parties), will not be held liable for any type or kind of expenses, claims and/or suits. This agreement will remain in effect until one or both parties cancel.

➡ (Initial) COST AND FEES: In the event that Undersigned shall commence litigation in respect to this WAIVER AND RELEASE OF LIABILITY AND IDEMNITY AGREEMENT form, the Undersigned will be responsible for all cost and expenses, including attorney's fees incurred by BOTH parties as result.

➡ SIGNATURE: _____ DATE _____ / _____ / _____
UNDERSIGNED- ADULT RENTER/PARTICIPANT MONTH DAY YEAR

ADDRESS: _____ PHONE: _____

FOR MINORS SIGN BELOW

NAME OF MINOR RENTER/PARTICIPANT FOR WHOM I AM LEGALLY RESPONSIBLE: _____

➡ SIGNATURE: _____ DATE _____ / _____ / _____
UNDERSIGNED - PARENT/ LEGAL GUARDIAN/ADULT REPRESENTATIVE OF MINOR MONTH DAY YEAR