

**GIGI IACOVELLI**  
**ACKNOWLEDGEMENT OF RISK & RELEASE**

In consideration of being permitted to watch and/or participate in equine-related activities and/or to use the equine(s), equipment, land and/or facilities of **GIGI IACOVELLI AND LOUIS IACOVELLI, INDIVIDUALLY AND d/b/a WATERMARK FARM (hereinafter collectively referred to as "Host")**, I agree to the following provisions:

**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.**

745 ILCS 47/25(b). By signing below, I expressly accept the above warning provided by the Illinois Equine Activity Liability Act (the "Act"), and acknowledge that the terms of this agreement are even broader than those of the Act.

***ACKNOWLEDGEMENT OF RISK***

I understand that there are numerous known and unknown risks associated with equine activities, including but not limited to riding horses and handling horses on the ground, and watching or being nearby as others engage in such activities. These risks, which contribute to the unique character and desirability of the activities involved, pose the possibility of injury, illness or death. For these and other reasons, the risks cannot be eliminated, altered or controlled. These risks include, but are not limited to, those associated with equines, equine equipment, ground conditions, and equine professionals and other human participants.

- Horses and other equines are inherently dangerous and unpredictable, and may act in unexpected ways and respond unexpectedly to sounds, shadows, movement, objects, persons, other animals, vehicles and weather conditions. Horses may rear, buck, step upon, kick and bite, intentionally or not, despite having shown no propensity to do so. I understand that Host has made no warranties or representations as to the fitness or safety of horses or other equines that may be upon the premises.
- Equipment used in equine activities may malfunction despite reasonable maintenance and use, and may inflict injuries even when used appropriately. Persons using equipment may lose control thereof and cause injury to themselves or others. I understand that Host has made no warranties or representations as to the safety of any equipment that may be supplied or used upon the premises.
- Equine activities take place in a natural environment where unexpected, unseen and unmarked objects/conditions may create risks of falling, tripping, slipping, dangerous insect and animal contact, contact with harmful vegetation and unstable surface conditions. I understand that Host has made no warranties or representations as to the safety of the ground conditions and/or premises.
- Equestrian professionals who may be upon the premises may give inadequate warnings or instructions, and may misjudge my fitness or abilities, and may misjudge horses, the elements and the terrain. Other equine participants on the premises may also cause injury to me due to their negligence. I understand that Host has made no warranties or representations as to the experience or ability of any equestrian professionals or other participants who may be upon the premises.

**RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION**

I hereby expressly agree to assume all risks existing in equine-related activities. I covenant not to sue, release and waive any claim of liability against Host and Host's trainers, handlers, grooms, employees, agents, family members and other guests of Host, with respect to any injury, illness, damage or death occurring to me, my family members or any guests accompanying me while on Host's premises (whether or not related to equine activities) or while using Host's equine(s) and/or equipment. Should Host be required to incur attorney's fees and/or costs to defend against any action brought for injuries covered by this agreement, I agree to hold Host harmless and to indemnify Host for all such fees, costs and recovery. By signing this document I acknowledge that I may be found by a court of law to have waived any right to maintain a lawsuit against Host and Host's employees and agents on the basis of any claim released herein.

**MISCELLANEOUS**

I certify that I (and anyone else accompanying me on the premises of Host) have no physical conditions which could interfere with my/his/her ability to participate in equine activities, or else I willingly assume, and bear the cost of, all risks, known or unknown, that may be created, directly or indirectly, by any such condition. I have read and understood, and agree to be bound by the terms of this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip

(\_\_\_\_\_) \_\_\_\_\_

Phone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature of Parent/Guardian (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Guardian (if applicable)

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Street Address

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City/State/Zip