



## Crosswinds Equine Rescue, Inc.

An Illinois Not-For-Profit 501c3 Charity  
 8182 E 200 N  
 Sidell IL 61876  
 (217) 649-7915

[www.cwer.org](http://www.cwer.org) | [info@cwer.org](mailto:info@cwer.org)

**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. (Source P.A. 89-111, eff 7/7/95.)

### WAIVER, RELEASE, INDEMNIFICATION & HOLD HARMLESS AGREEMENT

Date:		"Condition"***
Adult Volunteer's Last Name*	First	Y N
Child 1's Last*	First	Y N
Child 2's Last*	First	Y N
Child 3's Last*	First	Y N
Child 4's Last*	First	Y N
Home Ph/Work Ph:	Cell Ph #(s):	
Street Address		
City, State Zip		
Email		

*\*Only one adult per form; additional lines are for additional minor children. An adult volunteering AND acting as guardian must fill out their info above and also sign as both volunteer and guardian.*

*\*\*Does this volunteer have any physical, mental or emotional conditions which may affect his/her safety and ability to handle a horse? If yes, please explain on back who we can help.*



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Crosswinds Equine Rescue, Inc. and its insurers, employees, directors, advisors and/or agents, staff members, instructors, volunteers and all others acting on behalf of CWER are here after collectively referred to as “CWER” or as the “Released Parties”.

### **1. Acknowledgement of Risk, and Assumption of Risk.**

I acknowledge that I have read and understand the Warning printed above and on signs on the CWER premises in accordance with 745 ILCS 47/1, am responsible for understanding the entire act, and acknowledge same. I understand that all equine activities are dangerous. I also acknowledge that if I participate, or allow my minor child or ward to participate, in any equine activity, including as a rider, handler, lessee, share boarder, owner, agent, spectator, volunteer and/or trainer, I choose to do so voluntarily, knowing that this activity is dangerous.

I understand it is impossible to guarantee the safety of any one who is in, upon or uses a horse facility and grounds for any purpose and assume all risk and legal responsibility for loss or damage to property, physical injury, including death, illness or permanent injury and or permanent disfigurement.

I acknowledge that I am solely responsible for determining whether I and/or my minor child or ward and/or any equine animal used by me, my minor child or ward is physically fit, appropriate and/or skilled enough to engage in any equine activity.

I acknowledge that none of the Released Parties have any obligation to investigate the level of my training, the training of my minor child or ward, or the training or suitability of any equine animal I, or my minor child or ward, use within the facilities or upon the grounds CWER lease, rent, own along with any location we travel to for events or that we attend away from the facilities.

**2. Acknowledgement of Rules and Regulations:** I am aware that there are, and that it is my responsibility to know and understand, rules and regulations governing conduct and activities at the facility. I agree to abide by each of them.

**3. Assumption of Responsibility, Waiver of Liability and Release:** Additionally, I specifically represent covenant and warrant that if I and/or minor child or ward violate and/or fail to follow any of the rules or regulations at any time in any way for any reason, then 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 expressly waive and release each of the Released Parties from any claim for such, loss, injury and/or death.

**4. Agreement of Waiver, Release, Indemnification, and Hold Harmless:** I fully understand that this agreement covers, but is not limited to, all known and unknown risks of an equine activity, which means a danger or condition that is an integral part of an equine activity, including but not limited to, any of the following:

(a) the propensity of an equine;



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(b) the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, weather conditions, persons, or other animals;

(c) hazards, including but not limited to, surface or subsurface conditions; and,

(d) the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to themselves and/or any other person(s), including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

I forever waive, release, agree to indemnify and to hold harmless each and every one of the Released Parties of and from any and all liability for any and all claims, demands, causes of action, damages, injuries or death, that the undersigned 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 facility, tack or other equipment, programs, functions or events at CWER's grounds and facilities, and any and all CWER traveling programs, functions, events that are away or off of the premises having to do with CWER 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 any of the Released Parties, 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 the CWER facilities, events and grounds.

I execute this Waiver, Release, Indemnification & Hold Harmless Agreement freely and voluntarily and for and on behalf of myself and/or my child and/or ward, and for anyone claiming under or through any of them, and for each of their respective heirs, administrators, representatives and assigns. If any provision of this Agreement is found to be invalid or illegal by a court of competent jurisdiction, I agree the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties.

5. **Photo Release:** I do \* Consent to and authorize the use and reproduction by CWER of any and all photographs and any other audio/visual materials taken of me for promotional material, educational activities, and exhibitions or for any other use for the benefit of CWER. \*Writing "NOT" into the field will decline this consent.

6. **Medical Insurance:** I specifically acknowledge and agree that I and/or my medical insurance shall pay for ALL incurred expenses related in any way to equine activities, and that no claim shall be made toward the Released Parties for any medical, property loss or other expenses.

7. **Protective Headgear/Helmet Warning/Offering:** I agree that myself and/or children/wards have been fully warned and advised that headgear which meets/exceeds



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SEI CERTIFIED ATM STANDARD F1163 Equestrian Helmet should be worn while riding, handling, being near horses. CWER has recommended I purchase and provide my own headgear, and has offered certified headgear as an alternative. I am responsible for wearing my headgear, for proper fit and fastening. CWER may refuse to allow me to ride or simulate riding any horse if I refuse to wear headgear. CWER may remind me to wear headgear; however, it is my responsibility and CWER shall not be made liable because I neglected to do so. Headgear will not protect from all injuries and CWER is not liable for any injury which any individual might believe CWER provided headgear should have prevented.

BEFORE SIGNING THIS FORM, 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 OTHER STATEMENT, REPRESENTATIONS OR INDUCEMENT APART FROM WHAT IS STATED IN THIS AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT AND MY SIGNATURE TO IT.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*If participant is under 18, the printed name and signature of a legal guardian is also required:*

Parent or Legal Guardian's Full Name (please Print legibly):

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Parent or Legal Guardian's Signature:

\_\_\_\_\_ Date: \_\_\_\_\_



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### EMERGENCY MEDICAL FORM

Participant's Name:*		DOB:
In Case Of Emergency, Notify (Name):		
Relationship:	Ph #s	
Primary Physician Name:		
Clinic/Hospital:	Phys Ph #	
Health Ins Co Name:	Ins Ph #	
Health Ins Policy #:		
Medications that ER may need to know:		
Key Allergies (medications/latex/etc):		
Critical health conditions ER may need to know:		

All Information provided in the emergency medical release will be kept private and confidential and only used in case of a medical emergency.

\*If release is for multiple minor children, provide details for each minor on back of this form. Adult release shall cover all minors listed on this page or pages attached hereto.

In case of a medical emergency, the undersigned authorizes CWER to secure transportation, medical, surgical treatment, and/or hospitalization which has been determined necessary, advisable, or lifesaving. This authorization includes, but is not limited to anesthesia, hospitalization, x-ray, surgery and medication.

Although every effort will be made to avoid any accident, No Liability can be accepted by any of the organizations concerned, including CWER.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_