

## Beverly Ride On Release & Waiver

\* Required

### Participant

\* Name

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\* Address

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Home Phone

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\* Cell Phone

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

### Emergency Contact

\* Name \_\_\_\_\_

\* Relation \_\_\_\_\_

Home Phone

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\* Cell Phone

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\* Do you have any physical challenges or limitations (i.e. surgery, chronic illness, injuries, chronic pain, current pregnancy, etc.)?

Yes \_\_\_\_\_ No \_\_\_\_\_

\* If yes, please list

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## **Agreement of Release and Waiver of Liability**

*Please read carefully.*

I hereby agree to the following:

1. I recognize that I must be in adequate physical and mental health to participate in the activities. I understand that the activities may require intense physical exertion, and I represent and warrant that I am physically fit enough to participate, and I have no medical condition which would prevent my full participation in the activities. I recognize that the activities may cause or aggravate a physical injury or medical condition. I understand that it is my responsibility to consult with a physician before my participation in the activities. If I have done so, I have taken the physician's advice. I understand that the presenter reserves the right to refuse my participation in any activity on medical, fitness, or any other grounds.
2. In consideration of being permitted to participate in the activities, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the activities, including those which may result from the negligence of the presenter.
3. In further consideration of being permitted to participate in the activities, I knowingly, voluntarily, and expressly waive any "Claim" (as defined below) I may have against the Teacher and any of Teacher's employees, independent contractors, or assistants (each, a "Released Party") that I may sustain as a result of participating in the activities even if the Claim arises from the negligence of Released Party or anyone else. I agree to indemnify and hold harmless Released Party from any loss, cost, or liability incurred in defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the negligence of Released Party or anyone else. "Claim" includes but is not limited to any and all liabilities, claims, demands, expenses, fees, legal actions, rights of actions for damages, personal injury, mental suffering, and distress, or death that I may suffer, my spouse, children, or unborn child may suffer (including any legal fees or expenses) in connection with participation in any activity.
4. I, my heirs or legal representatives, forever release, waive, discharge, and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of any Released Party.
5. This agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois, and all actions, suits, claims, and proceedings relating to this agreement shall be brought in a court of competent jurisdiction located in Illinois. In case any provision of this agreement shall be held invalid, illegal, or unenforceable, it shall not affect any other provision of this agreement, and this agreement shall be construed as if such provision had never been contained herein.

I acknowledge that I have carefully read this agreement and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this agreement, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators, and assigns may have against any Released Party.

To sign waiver please type your name below.

\* Yes, I agree \_\_\_\_\_

\* Name \_\_\_\_\_

\* Date \_\_\_\_\_