



Lea & Tom Sommers  
 1433 Cypress Rd., Saint Jacob, IL 62281  
 (618) 644-5859 / (618) 593-0999  
[tomleasomm@hometel.com](mailto:tomleasomm@hometel.com)  
[www.sommersgatefarms.com](http://www.sommersgatefarms.com)

## **Sommers Gate Farms**

### **Equine Activity Release & Hold Harmless Agreement**

***Please read and sign.***

*\*\*\*This Agreement is to be completed by parent or legal guardian if the equine participant is less than 18 years of age.*

- 1.) I have read and understand, and freely and voluntarily enter into this Release & Hold Harmless Agreement with Sommers Gate Farms, Thomas J. & Lea R. Sommers, any and all of their co-owners, affiliates and/or subsidiaries, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).
- 2.) I understand the potential dangers that I could incur in mounting, riding, walking, leading, boarding and feeding of horses, including but not limited to, any interactions with other horses not owned by myself. Understanding those risks, I hereby release and hold harmless Sommers Gate Farms, Thomas J. & Lea R. Sommers, any and all co-owners, affiliates and/or subsidiaries, trainers, clinicians, instructors, clinic assistants, clinic sponsors, barn owners, managers, employees and auditors, from all claims, demands, action or cause of action of any kind or nature whatsoever, whether now known or ascertained, or which may hereafter develop or accrue me in favor of myself, representatives or dependents, on account of or by reason of any injury (even death), loss, or damage, which may be suffered by me or them, or to any property animate or inanimate, belonging to me or used by me, because of any matter, thing or condition, negligence or default whatsoever and I hereby assume and accept full risk of danger or any hurt, injury or damage which may occur through or by any reason or any matter, thing, or condition, by any persona whatsoever.
- 3.) I release Sommers Gate Farm, Thomas J. & Lea R. Sommers, any and all of their co-owners, affiliates and/or subsidiaries, from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount, ride, or interact with any horse owned or operated by Sommers Gate Farms, Thomas J. & Lea R. Sommers, any and all co-owners, affiliates and or subsidiaries. I understand and recognize and warrant that this Release and Hold Harmless Agreement is being voluntarily and intentionally signed and agreed to.
- 4.) I recognize and agree that I know which equine professional(s) I will be working with and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, Release and Hold Harmless said equine professional(s) from continuing to monitor my equine activities.
- 5.) I voluntarily agree and warrant to Release and Hold Harmless the equine professional(s) of Sommers Gate Farms and Thomas J. & Lea R. Sommers, any and all of their co-owners, affiliates and/or subsidiaries from any liability whatsoever, including but not limited to, any incident caused by or related to said equine professional(s) negligence, relating to injuries know, unknown or otherwise not herein disclosed; including, but not limited to injuries, death or property damage from: mounting, riding, dismounting, walking, leading, grooming, feeding; use of horse barn, paddock, pasture, trails, horse arenas or round pens and/or obstacle course, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional(s) directions related to my riding or otherwise use and control, or lack thereof, of my horse or any horse that I have been assigned to.
- 6.) I further voluntarily agree and warrant to Release and Hold Harmless Sommers Gate Farms, Thomas J. & Lea R. Sommers, any and all of their co-owners, affiliates, clinicians, instructors and/or subsidiaries from any liability whatsoever during the time that my horse or a horse I lease, rent, borrow, is in the custody or on the premises of Sommers Gate Farms, Thomas J. & Lea R. Sommers, et al. Sommers Gate Farms, Thomas J. & Lea R. Sommers, et al shall not be liable for any sickness, disease, theft, death, or injury which may be suffered by the horse. This includes but is not limited to any personal injury or disability the horse may receive while on premises or in their care or by attending an off-site clinic given by Sommers Gate Farms, Thomas J. & Lea R. Sommers, et al. I fully understand and hereby acknowledge that Sommers Gate Farms, Thomas J. & Lea R. Sommers, and all of their co-owners, affiliates and or subsidiaries do not carry any insurance on any horse not owned by Sommers Gate Farms, Thomas J. & Lea R. Sommers, et al and that ALL risks relating to the injury or death of the horse from any reason whatsoever are to be borne by the owner(s) of said horse.
- 7.) I fully understand and accept that under Illinois law: Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assume the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.

Person voluntarily entering into this agreement: PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

If completing this for a minor, print names of all minors entering into this agreement: \_\_\_\_\_

DATE: \_\_\_\_\_

