



Liability Release Waiver

Jenn Pagone, LCPC, Pagone Psychological Services, LLC

**** Warning ** – Please Read Carefully Before Signing**

IL Equine Liability Act – “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.”

Whereas, the undersigned acknowledges the inherent risks of witnessing, observing, participating, being in close proximity to or working around horses, and/or engaging in any and all equine activities including, but not limited to such activities as equine assisted psychotherapy, equine assisted learning, training, assisting in medical treatment of, delivering to, or assisting a participant, trailering, loading and unloading of horses, and any activity engaged in, whether in or around the Stables, in the indoor and outdoor arenas, or in the paddocks or pasture, and anywhere within the property of “Whispering White Horse Stables”, and understands the possibility of injury to both person and horse in normal use, and;

The undersigned is aware of the risks of engaging in equine activities (as specified above and in the Illinois Equine Liability Act,) including, but not limited to:

1. The propensity of an equine to behave in dangerous ways that may result in the injury, harm, or death to the participant.
2. The inability to predict an equine’s reaction to sound, movement, objects, persons, or animals.
3. The hazards of surface or subsurface conditions.
4. Collisions with other equines or objects, and
5. The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

In consideration, therefore, for the privilege of engaging in any and all equine activities at Whispering White Horse Stables, LLC, Pagone Psychological Services, LLC and/or any within the property owned by the Stables or Pagone/Soga family, or any property adjoining, the undersigned does hereby agree to hold harmless and indemnify Jenn Pagone and spouse, Whispering White Horse Stables, LLC, Pagone Psychological Services, LLC, their agents, staff, independent contractors, volunteers, and interns, and further releases them from any liability or responsibility for accident, damage, injury, including death, or illness to the undersigned or to any property or to any horse owned by the undersigned or to any family member or spectator accompanying the undersigned on the premises of Whispering White Horse Stables, LLC. The participant further agrees to be personally responsible for own medical expenses and agrees this release shall continue in perpetuity and remain in full force without the necessity of any additional releases.

In addition, the undersigned is aware that they must consult with Jenn Pagone about any prescription drugs being used or any health or physical condition that may need to be considered at least 24 hours prior to sessions. For safety reasons a participant may not actively participate in sessions if they are pregnant, under the influence of illegal drugs or alcohol.

The undersigned understands that notice of cancellation must be given within 24 hours or a \$50 fee will apply. Sessions must end at the scheduled time even if the undersigned is late. Jenn Pagone must be notified directly by telephone (773-339-7949) with any changes, cancellations or lateness of sessions.

