

AMWELL VALLEY HOUNDS - RELEASE AND WAIVER OF LIABILITY - ADULT

I, being of legal age, request permission to participate in equestrian riding, fox hunting, hound trials, and horse training with Amwell Valley Hounds. I fully understand that horseback riding (which includes riding over fences, obstacles, and through steep and rough terrain) is a very dangerous activity. I also understand that I could be injured or killed, and my property (including my horse) could be damaged by horses, vehicles, machinery or equipment when I am attending a horseback riding or foxhunting activity, even though I may not be riding at the time of the injury, death or damage. I wish to participate in these activities knowing they are dangerous. I accept and assume all the risks of injury or damage (including death) to me, to my horse, or other property.

Initial Here:

Inherent risks of activities include, but shall not be limited to:

- (1) The propensity of horses, hunting hounds and other wild or domestic animals to behave in ways which cause personal injury, death or property damage such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on persons around them;
- (2) the unpredictability of a horse, hunting hound, wild or domestic animal’s reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
- (3) the potential for a participant, horse or domestic animal to contract a disease or infection from contact with or being in the proximity of other participants, horses, hunting hounds and other wild or domestic animals encountered during participating in the activities described in this release;
- (4) collision with other horses or domestic animals or objects;
- (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 horse or other domestic animal or not acting within such participant’s ability; and
- (6) the potential for personal injury, death or property damage caused by farm and ranching activities, equipment and animals

There are also risks from weather, wind, rain, snow, ice, trees and limbs, holes, and other dangerous objects in, on and under the terrain, as well as from hounds and other animals, trucks, tractors, four-wheelers, and other vehicles. I am assuming the risk of participating in these activities on behalf of myself. I fully understand and agree that landowners, lessees and other persons that permit me to ride on the land do not extend any assurance that the premises are safe for any purpose, confer upon me the legal status of an invitee or licensee to whom a duty of care is owed, or assume responsibility for or incur liability for any injury to me or my property caused by an act or omission by the landowner, lessee or any other person in possession of such land.

IN EXCHANGE FOR BEING PERMITTED TO PARTICIPATE IN THESE ACTIVITIES, FOR MYSELF, MY HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES, I WAIVE, RELEASE AND AGREE NOT TO MAKE OR BRING ANY CLAIM OF ANY KIND AGAINST AMWELL VALLEY HOUNDS, ITS MASTERS, OFFICERS, DIRECTORS, STAFF (INCLUDING HUNTSMAN AND WHIPPERS-IN), FIELD MASTERS, MEMBERS, EMPLOYEES, GUESTS, OR ANY LAND OWNERS, LANDHOLDERS, TENANTS AND OTHER PERSONS MAKING PROPERTY AVAILABLE TO ME, FOR ANY INJURY (INCLUDING DEATH) TO ME OR ANY DAMAGE TO MY HORSE OR OTHER PROPERTY WHETHER FROM ANYONE’S NEGLIGENCE OR NOT, OR ANY OTHER CAUSE, ARISING OUT OF MY PARTICIPATION IN THESE DANGEROUS HORSEBACK RIDING, FOX HUNTING OR RELATED ACTIVITIES.

I ALSO AGREE THAT IF I OR ANYONE MAKES ANY CLAIMS BECAUSE OF ANY INJURY TO ME (INCLUDING DEATH), OR FOR ANY DAMAGE TO MY HORSE OR OTHER PROPERTY, I WILL FULLY INDEMNIFY AND HOLD HARMLESS ALL THOSE RELEASED BY THIS RELEASE AND WAIVER FOR ANY DAMAGES, COSTS AND ATTORNEYS’ FEES INCURRED BECAUSE OF THOSE CLAIMS, AND I WAIVE MY RIGHT TO SUE OR TO BRING CLAIMS OF ANY KIND AGAINST ALL THOSE RELEASED HEREIN.

I acknowledge that there is no particular necessity for me to participate in these activities, and I am undertaking them of my own free will. The parties released by this Release have no control over me and are not in any superior bargaining position over me with regard to this Release and Waiver.

Initial Here:

Protective headgear requirement:

I have been advised that I should wear protective headgear (ASTM -AMERICAN SOCIETY FOR TESTING

AND MATERIALS/SEI-SAFETY EQUIPMENT INSTITUTE APPROVED). Chin harness must be secured. It is the responsibility of the rider, or the parent of the rider, to see to it that the headgear complies with the appropriate safety standards for protective headgear intended for equestrian use, and is properly fitted, and in good condition. I UNDERSTAND THAT RIDING HELMETS ARE STRICTLY REQUIRED, AT ALL TIMES, WHILE MOUNTED FOR RIDERS PARTICIPATING IN AVH ACTIVITIES. In addition, I acknowledge that AVH recommends that I wear a protective vest that meets or exceeds current ASTM standards while mounted, and I assume full responsibility for my decision on whether to follow this AVH recommendation in this regard.

Initial Here:

HEALTH CARE AUTHORIZATION: IN THE EVENT I AM INJURED OR BECOME ILL WHILE PARTICIPATING IN AVH ACTIVITIES, I HEREBY AUTHORIZE AND CONSENT OTHER PERSONS PRESENT, HAVING A GOOD FAITH BELIEF THAT I AM UNABLE TO ACT IN MY OWN BEST INTERESTS, TO PROVIDE EMERGENCY MEDICAL CARE FOR ME AND THAT SUCH PERSONS REASONABLY BELIEVE SUCH CARE IS IN MY BEST INTERESTS UNDER THE CIRCUMSTANCES. SUCH PERSONS ARE ALSO HEREBY AUTHORIZED UNDER THOSE CONDITIONS TO GIVE MY HORSE SUCH CARE, INCLUDING VETERINARY CARE, AS THEY REASONABLY BELIEVE TO BE IN THE BEST INTERESTS OF MY HORSE. THE FOREGOING AUTHORIZATIONS AND CONSENTS SHALL NOT BE DEEMED TO CREATE ANY DUTY IN ANY PERSON TO TAKE ANY ACTION WITH RESPECT TO ME OR ANY HORSE OF MINE.

Please be aware that by attending or participating in Amwell Valley Hounds events, you consent to your voice, name, and/or likeness being used, without compensation, in photos or video for use in any and all media, whether now known or hereafter devised, for eternity, as deemed appropriate by the AVH board and you release the Amwell Valley Hounds and Friends of Amwell Valley Hounds, it's successors, assignees, and licensees from any liability whatsoever of any nature.

I also acknowledge my responsibility to obtain, pay for and keep in force sufficient insurance coverage (including but not limited to liability, medical, health, and life), to protect me from any expenses, liability claims or damages mentioned in this Release and Waiver. I am bound by this Release and Waiver whether or not I have obtained insurance and whether or not such insurance is in force.

This Release shall be effective from and after this date, without renewal or reaffirmation from year to year for as long as I participate in the activities described herein.

CAUTION: THIS DOCUMENT IS A LEGAL RELEASE AND HOLD HARMLESS AGREEMENT – READ BEFORE SIGNING.

Dated: _____ 20____

Participant Signature: _____

Print Name: _____

Email Address: _____

Street Address: _____

City, State & Phone Number: _____

Emergency Contact Name and Phone Number: _____