



ESSEX FOX HOUNDS
PEAPACK, NEW JERSEY

May 2018

TO: ALL SUBSCRIBERS OF THE ESSEX FOX HOUNDS

Enclosed please find a **RELEASE FORM** from the Essex Fox Hounds and Cedar Lane Farm. These forms, along with our insurance coverage, help to protect our generous Landowners and the Essex Fox Hounds.

Please fill out the form, be sure to date it, sign it, and mail at your earliest convenience to:

EFH
PO Box 295
Gladstone, NJ 07934

No Subscriber or guest will be allowed to hunt without a fully completed form on file. A dated release form must be filed on an annual basis and will replace any other form on file.

ESSEX FOX HOUNDS
Peapack, New Jersey

AGREEMENT FOR RELEASE AND WAIVER OF LIABILITY
2018-2019

I request permission to participate in **Cross Country Riding and Foxhunting** with the *Essex Fox Hounds*.

I fully understand that **Cross Country Horseback Riding and Foxhunting** (which includes riding over fences, other obstacles, and steep and rough terrain) are very dangerous activities. I wish to participate in these activities knowing they are dangerous. I accept and assume all the risks of injury (including death) to me or to my property.

In exchange for being permitted to participate in these activities, for myself, my heirs, guardians, and legal representatives, I release and agree not to make or bring any claim of any kind against the *Essex Fox Hounds, or its Masters, Officers, Directors, Members, Employees, or Guests of any Landowners, Landholders*, or other persons making property available for the *Essex Fox Hounds*, for any injury (including death), to me or any damage to my property whether from anyone's negligence or not, or any other cause, arising out of my participation in these dangerous **Horseback Riding, Foxhunting or related activities**; and I also agree if anyone makes any claims because of any injury to me (including death), or for any damage to my property, I will keep all those released by this agreement free of any damages or costs because of those claims.

_____Initials

AGREEMENT FOR RELEASE AND WAIVER OF LIABILITY FOR A MINOR CHILD

I request permission for my child, named below, to participate in cross country riding and foxhunting with the Essex Fox Hounds.

I fully understand that **Cross Country Horseback Riding and Foxhunting** (which include riding over fences, other obstacles, dangerous activities, and rough terrain) are very dangerous activities. I wish to allow my child to participate in these activities knowing they are dangerous. I accept and assume all the risks of injury (including death) to my child or my property. I represent and warrant that I have the authority to give this release.

In exchange for my child being permitted to participate in these activities, for my child, myself, my child's heirs, guardians, and legal representatives, I release and agree not to make or bring any claim of any kind against the Essex Fox Hounds, or its Masters, Officers, Directors, Members, Employees, or Guests of any Landowners, Landholders or other persons making property available for the Essex Fox Hounds, for any injury (including death), to my child or any damage to my property whether from anyone's negligence or not, or any other cause, arising out of my child's participation in these dangerous **Horseback Riding, Foxhunting or related activities**; and I also agree if anyone makes any claims because of any injury to my child (including death), or for any damage to my property, I will keep all those released by this agreement free of any damages or costs because of those claims.

_____Initials

CEDAR LANE FARM
87 Homestead Road, Oldwick, New Jersey 08858

AGREEMENT FOR RELEASE AND WAIVER OF LIABILITY
2018-2019

For and in consideration of Cedar Lane Farm (CLF), granting the undersigned permission to enter upon CLF's facility and/or allowing the undersigned to participate in activities on its premises, the undersigned hereby assumes any and all risk of loss or injury to the undersigned's person and/or property, whether anticipated or unanticipated, arising from such entry upon CLF's premises and/or the undersigned's participation in any activities.

The undersigned further agrees to indemnify CLF, its owners, agents, and employees and to hold same harmless from any and all claims, demands, actions, expenses or liabilities (including CLF's attorneys' fees and court costs) for any injury or damage to the undersigned and/or the undersigned's property, arising out of the undersigned's entry onto CLF's premises and/or participation in such activities, and/or arising out of any act or acts of anyone or any animal within the undersigned's control.

The undersigned acknowledges that activities such as horseback riding*, horse training*, horse care* and maintenance*, hunting, hiking, and walking contain inherent risks of injury and damage to the undersigned personally, to the undersigned's property, and to any property in the care of the undersigned. Based upon such knowledge and in consideration of CLF allowing the undersigned to enter onto its premises, hereby, for him-/herself, his/her guests, heirs, executors and administrators waive, release and hold harmless CLF, its owners, agents, and employees from any and all right, claims or liability for damages or injuries that might be sustained by the undersigned, or from any and all claims of any kind or nature that the undersigned might have as a result of, or arising out of, the undersigned's participation, whether caused by the undersigned's own act or the acts of anyone or any animal within the undersigned's control.

** NJ Statute 5:15 – Under New Jersey law, an equestrian area operator is not liable for an injury to or the death of a participant in equine animal activities resulting from the inherent risks of equine animal activities pursuant to P.L 1997, c. 287 (c. 5:15-1 et seq.).*

_____Initials

THE UNDERSIGNED ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT AND UNDERSTAND THE CONTENTS THEREOF.	
Date: _____	Affiliation: <u>Essex Fox Hounds</u>
Member: _____	Signature: _____
Member: _____	Signature: _____
Minor Child: _____	Minor Child: _____
Relation: _____	
Phone: _____	Email: _____
Address: _____	
Emergency Contact: _____	
Veterinarian: _____	Phone: _____
JFO/CLF/EFH authorization _____ Date filed: _____	
Approved guest activity: <u>Cross Country Horseback Riding and Foxhunting</u> _	