

Wicomico Hunt Club – Release and Waiver of Liability

THIS IS A WAIVER OF YOUR LEGAL RIGHTS, AND AN AGREEMENT NOT TO SUE

I request permission for me and/or my minor child to participate in horseback riding and foxhunting with Wicomico Hunt Club, hereafter referred to as “WHC”.

1. ACTIVITY RISK. I fully understand that horseback riding and foxhunting (which includes riding over fences, other obstacles, natural and man-made, and steep and rough terrain) are very dangerous activities. I wish to participate/allow my child to participate in these activities knowing they are dangerous. I am aware that there are numerous obvious and non-obvious inherent risks of serious injury or death, or property damage, to me or my horse, which are present in WHC activities and on or near horses. I understand that pregnant women are specifically advised to not ride horses in foxhunting activities.

2. NATURE OF HORSES. I understand that no horse is completely safe, and WHC makes no representations or guarantees regarding the safety, training or suitability of any horse. Horses are 5 to 10 times larger, 40 times more powerful, and 4 times faster than a human. If I fall from a horse to the ground, it will generally be at a distance of 4 to 6 feet, and the impact will injure me. A horse may divert from its training and act according to its natural survival instincts and abruptly change direction or speed, trip, slip, fall, stop short, shift its weight, buck, rear, kick, bite, spook, or run from what it perceives to be a danger if it is frightened or provoked or for no reason whatsoever.

3. CONDITIONS AND LOCATIONS RISK. I understand that some WHC activities take place in isolated or wilderness areas over rough terrain, and/or trails of unknown condition. I understand that the persons involved in WHC activities are not professionals in the horse industry, or in other areas of expertise regarding equine activities. WHC has not inspected, and makes no representations or warranties concerning the safety or condition of, any trail, or other location where WHC activities are conducted.

4. HELMET WARNING. I am aware that protective head gear which meets or exceeds the quality standards of the SEI certified and ASTM standard F1163 equestrian helmet, should be purchased and must be worn by me and/or my child while riding and being near horses, and the wearing of such helmet may reduce the severity of some head injuries and may prevent serious injury or death as a result of a fall or other occurrence. If I or my minor children do not wear such a helmet, it is because we so choose to accept the risk of serious injury or death.

5. CONDITIONS OF NATURE RISK. I agree that WHC is not responsible for acts, occurrences, or elements of nature or a particular location that can injure a person or scare a horse, cause it to trip, fall or react in some other manner. These elements include thunder, lightning, rain, wind, and wild and domestic animals, insects or other people and horses and reptiles, mammals or birds that walk, run, fly near, bite and/or sting a horse or person, irregular footing on groomed or wild land, that is subject to constant change according to weather, temperature, natural and man-made objects.

6. ACCEPTANCE OF RISKS. I accept and assume all the risks of injury (including death) to me and/or my minor child, or damage to my property, including my/our horse(s).

7. EXPERIENCED RIDER AND JUMPER. I represent that I am an experienced rider capable of participating safely in such horseback riding and foxhunting activities. To the extent I do not have sufficient experience to participate in such activities safely I agree I will not undertake them until I have gained further experience or training.

8. LIABILITY RELEASE. In consideration for WHC allowing me or my child to voluntarily participate in its activities, I agree as follows: **(a)** This agreement, release and waiver applies to WHC, its masters, employees, officers, directors, members and volunteers or any landowners or other persons making property available for WHC (hereinafter referred to as the “Released Parties”); **(b)** I forever release, hold harmless and indemnify Released Parties from liability for any and all claims, demands, causes of action, damages, injuries or death to me or my minor children, my horse and my property, and legal liability of every nature, **INCLUDING ANY NEGLIGENT ACTS BY THE RELEASED PARTIES**, arising out of participation in the WHC activities (including equestrian activities, such as riding, foxhunting, use of, or being near horses, whether at a stable, trail or on a foxhunt) and I assume all risks of injury or death as set forth in this release; **IT IS THE**

INTENT OF THE PARTIES THAT THE RELEASE, WAIVER AND INDEMNITY PROVIDED FOR INT HIS SECTION 8 SHALL BE BROADLY CONSTRUED AND SHALL APPLY REGARDLESS OF RELEASED PARTIES' FAULT, STRICT LIABILITY, STATUTORY LIABILITY OR ACTUAL OR ALLEGED NEGLIGENCE, INCLUDING, WITHOUT LIMITATION, RELEASED PARTIES' OWN NEGLIGENCE THAT IS A CONCURRING OR CONTRIBUTING CAUSE OF THE INJURY, DEATH OR DAMAGE; (c) I shall not bring any legal lawsuit, action or proceeding against any Released Parties, **EVEN IF THEY ENGAGE IN NEGLIGENT CONDUCT;** and (d) I make this agreement, release and wavier for and on behalf of myself, my spouse, my children and/or ward, heirs, administrators, successors, representatives and assigns.

I HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREE TO THE TERMS OF THIS RELEASE AND WAIVER AGREEMENT. I FURTHER AGREE THAT NO ORAL STATEMENTS, REPRESENTATIONS OR INDUCEMENTS APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT AND SIGNATURE.

_____	_____	_____	_____
(Print Name)	(Date of Birth)	(Print Name)	(Date of Birth)
_____	_____	_____	_____
(Signature)	(Date)	(Signature)	(Date)
_____	_____	_____	_____
(Address)		(Address)	
_____	_____	_____	_____
(Cell Phone No.)	(E-mail Address)	(Cell Phone No.)	(E-mail Address)

IF PARTICIPANT IS UNDER 18, SIGNATURE OF AGREEMENT BY PARENT OR LEGAL GUARDIAN IS REQUIRED AND SUCH PERSON FURTHER AGREES, PURSUANT TO PARAGRAPH 8, ABOVE, TO RELEASE AND INDEMNIFY THE RELEASED PARTIES FOR ANY INJURY OR DEATH TO, OR ANY CLAIMS BY OR ON BEHALF OF SUCH MINOR, AND THE SIGNATURE OF ONE PARENT INDICATES THAT BOTH PARENTS HAVE AGREED TO ALLOW THEIR MINOR CHILD TO PARTICIPATE IN EQUESTRIAN ACTIVITIES WITH WICOMICO HUNT.

Parent or legal guardian, if under 18:

_____	_____
(Print Name of Minor)	(Print Name of Minor)
_____	_____
(Relationship to Minor)	(Relationship to Minor)
_____	_____
(Signature of Parent or Guardian)	(Signature of Parent or Guardian)
Date: _____	Date: _____

EMERGENCY CONTACT INFORMATION

Person to contact in case of accident or injury:

Name: _____

Phone No.: _____