



The Waterloo Hunt, Inc.

WAIVER, AGREEMENT AND LIABILITY RELEASE

For execution by adults on their own behalf and/or on behalf of their minor children

PLEASE READ CAREFULLY BEFORE SIGNING

PLEASE ASK QUESTIONS OF THE HUNT SECRETARY or MASTER

I agree to the following with THE WATERLOO HUNT, INC., d/b/a WATERLOO HUNT CLUB (hereafter referred to as "THE HUNT"), as a condition for its allowing me and persons identified below (if any) to enter its premises, fields, trails, land and facilities that The Hunt owns in whole or in part, land owned by private or state landowners who have authorized The Hunt to ride on or cross, and public and private roadways and trails (this property will be referred to throughout this document as the "Hunt Property"), be near Horses (the term Horses shall be considered to include Horses, ponies, donkeys, mules, hinnys) or dogs, attend or participate in rides, Hunter Trials, shows, trail rides, instruction only as provided below, or foxhunts (whether organized or not) on the Hunt Property, and/or handle, ride, or be near Horses at any time and at any location. (These activities will be referred to throughout this document as "The Activities")

NAME OF CONTRACTING PARTY: **(Participant, Parent if under age 18)**

Print Name: _____

Address: _____

Phone - list all: _____

NAME OF ADDITIONAL CONTRACTING PARTY: **(Spouse) (Parent 2 if under age 18)**

Print Name: _____

Address: _____

Phone - list all: _____

NAMES (Print) OF ADDITIONAL CONTRACTING PARTIES IF ANY: PARENTS, GRANDPARENTS, STEPPARENTS:

Name: _____

Address: _____

Phone – list all: _____

Name: _____

Address: _____

Phone – list all: _____

Name: _____

Address: _____

Phone – list all: _____

I also make this agreement on behalf of the following, who are my children/stepchildren or legal wards:

1. _____ Date of Birth: _____

2. _____ Date of Birth: _____

3. _____ Date of Birth: _____

All parts of this agreement shall apply to me, Parents, Grandparents, Stepparents, and the children/step children/legal wards listed above. (We will collectively call ourselves “I”, “me”, or “my” throughout this agreement.) This Waiver, Agreement and Liability Release is intended to be valid and binding at all times now and in the future, when the Hunt permits me (directly or indirectly) to engage in any or all of The Activities at any location on, near or off the Hunt Property.

IMPORTANT: For parents of participating Minors:

The Hunt’s policy is that all minors who take part in foxhunting activities must be directly supervised by his or her parent, grandparent, stepparent or legally appointed guardian at all times while the activity is taking place. I agree that my minor child/ren identified above may take part in events and hunts organized in whole or in part by The Hunt. As parent(s), grandparent, stepparent, and/or legally appointed guardians, I/we agree to ride in the same Field as/with our child and provide direct, on-site and continuous supervision of my/our child/ren at all times before, during, and after the activity. I/we agree that and specifically authorize a Grandparent/Stepparent of my/our minor child/ren specifically: _____ to ride in the same Field with and provide direct supervision of the minor child/ren.

Signed: _____ Parent/Guardian

Signed: _____ Parent/Guardian

Signed: _____ Grandparent/Stepparent

I/we hereby grant permission to Grandparent/Stepparent to authorize any emergency medical treatment for Minor Child/ren at his/her sole discretion due to events which may occur during The Activities at any location on, near, or off the Hunt Property.

Signed: _____ Parent/Guardian

Signed: _____ Parent/Guardian

1.REQUEST. I have requested to engage in any or all of The Activities at any time and at any location.

2. GENERAL RISKS ASSOCIATED WITH HORSES AT ANY TIME AND ANY LOCATION. I understand that anyone riding, handling, working with, or near a Horse can suffer bodily or other injuries. Further, I understand that riding, handling, working with, or even being near a Horse can expose me to numerous hazards, which could result in injury, harm or death to persons on or around them. Among other things, Horses are unpredictable by nature and may react strongly to sounds, sudden movements and unfamiliar objects, persons or other animals. When frightened, angry, or under stress, the natural instincts of Horses are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Horses are also known to kick, buck, rear up, spin around, strike, or bite. I know that Horses can do any of these things at any time without warning. I also understand that all Horses, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to those who are on, near, or around them. I further understand that riding cross country on Horseback presents certain additional hazards such as surface or subsurface conditions (natural and man made); and/or collisions with other Horses, animals, or objects. "Inherent risk of an equine activity" means a danger or condition that is an integral part of an equine (Horse) activity, including, but not limited to, any of the following: (i) An equine's propensity to behave in ways that may result in injury, harm, or death to a person on or around it. (ii) The unpredictability of an equine's reaction to things such as sounds, sudden movement, and people, other animals, or unfamiliar objects. (iii) A hazard such as a surface or subsurface condition, (iv) Colliding with another equine or object.

Initial Here:_____ **Initial Here:**_____ **Initial Here:**_____

3. RISKS OF FOXHUNTING. I also understand that the sport of foxhunting brings additional unique risks that can include, but are not limited to: dog bites, dogs spooking Horses; wild animals (such as deer, rodents and/or reptiles) that can spook, startle, trip, attack, or collide with Horses, people, or animals; Horses that act according to their herd instincts and follow others in the Field or under go stress when other Horses are not visible; rugged, unimproved, and/or uncultivated lands or areas (fields, forests, hills, streams, wetlands) where the hunt might take place; navigating on and around steep ravines, drops, ditches; dense woodlands with little clearance between trees; trees and low tree branches that can be encountered while traveling at high speeds; irregular footing; unstable footing; sudden stops and turns; jumping obstacles and conditions that are natural and/or constructed; land that is subject to constant change in condition according to weather, temperature, and natural or man made changes in landscape.

I understand these risks and dangers that are inherent in Horse and foxhunting activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume other risks that are not mentioned above. I am NOT relying on anyone affiliated with The Hunt to list all possible Horse or foxhunting related risks for me in this document or at any other time, now or in the future.

Initial Here:_____ **Initial Here:**_____ **Initial Here:**_____

4. PROFESSIONAL INSTRUCTION RELEASE. I understand that I may not give or receive professional riding or driving instruction, lessons, or coaching, hereafter Instruction, on the Waterloo Hunt Property except under the following conditions: (1) Instruction given during a scheduled horse show or competition or on a scheduled Schooling Day for a scheduled horse show or competition on the Waterloo Hunt Property, or (2) Instruction given by a professional instructor who is an A1 or A2 Member in good standing of The Waterloo Hunt, Inc., at the time of the Instruction and has provided The Hunt with a written copy of his/her professional Insurance Policy, including proof that the insurance company has issued a rider including The Waterloo Hunt, Inc., as an insured party. Further, such Instruction may be received only by persons who are A1 or A2 members in good standing of The Waterloo Hunt, Inc., at the time of the Instruction. (C Members must have permission of The Hunt to receive Instruction.)

I understand the risks and dangers that are inherent in riding or driving Instruction and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume other risks that are not mentioned above. I am NOT relying on anyone affiliated with The Hunt to list all possible Instruction related risks for me in this document or at any other time, now or in the future.

Initial Here: _____ Initial Here: _____ Initial Here: _____

5. WAIVER AND LIABILITY RELEASE. As consideration for being allowed to engage in any or all of The Activities, now and in the future at any location, and to the greatest extent allowed under Michigan law, I (on behalf of myself and my minor child/ren, if any) agree to assume full responsibility for any and all bodily injuries or damages which I/we may sustain at any time when engaging in The Activities and other activities. The term "damages", means, for example, medical expenses, expenses and losses incurred because of bodily injuries or property damages, and/or personal property damages. I, for myself and my heirs, administrators, personal representatives or assigns, release and discharge The Waterloo Hunt, Inc., Waterloo Hunt Club, and their employees, agents, officers, directors, representatives, managers, masters, members, guests, insurers, assigns, volunteers, member professional instructors, affiliated persons or entities, landowners and landholders, and others acting on their behalf, hereinafter "The Released Parties", from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether they are known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained, or property damage which may occur at any time, now or in the future, as a result of engaging in any or all of The Activities at any location (except if such loss, injury, or damage is directly caused by The Hunt's gross negligence or wanton and willful misconduct).

WARNING: Under the Michigan Equine Liability Act (1994 P. A. 351 as amended), an equine professional or sponsor is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of that equine activity... Unless an equine activity sponsor, or equine professional, commits an act or omission that constitutes a willful or wanton disregard for the safety of the participant, and that is a proximate cause of the injury, death, or damage.

Initial Here: _____ Initial Here: _____ Initial Here: _____

6. BROAD RELEASE. It is mutually understood and agreed that the waiver, agreement and liability release set forth in this document constitutes a waiver of liability beyond the provisions of the Michigan Equine Activity Liability Act, 1994 P.A. 351 as amended. By signing this Waiver, Agreement and Liability Release, I agree not to bring any claim or suit against The Released Parties, and others acting on their behalf on the basis of any exception in that law. In particular, I agree not to bring a claim or suit for: (1) faulty tack or equipment; (2) failure to make reasonable and prudent efforts to determine The Hunt Activity participant's ability to safely manage a Horse; (3) a dangerous latent condition on The Released Parties' property; and/or (4) any act or omission that may constitute ordinary negligence by The Released Parties (except if loss, injury, or damage is directly caused by The Released Parties' gross negligence or wanton and willful misconduct).

Initial Here: _____ Initial Here: _____ Initial Here: _____

7. INDEMNIFICATION. To the greatest extent allowed under Michigan law, I also agree to indemnify and hold harmless The Released Parties, and others acting on their behalf against all demands, lawsuits, and/or damages which are claimed, sustained, or suffered by any persons who are on, near, or off The Hunt Property. It is my intention to indemnify and protect The Released Parties from demands, lawsuits and/or damages that I may cause, directly or indirectly, while engaging in any or all of The Activities. The indemnification that I am providing to The Released Parties shall include reimbursement of The Released Parties' reasonable attorney fees.

Initial Here: _____ Initial Here: _____ Initial Here: _____

8. WAIVER AND LIABILITY RELEASE PERTAINING TO HORSES. With respect to each Horse that I own, lease, ride, handle, use, or provide for any of The Activities (whether or not I am the one who is riding or handling the Horse), I agree to release and discharge The Released Parties, and others acting on their behalf, of and from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from ordinary negligence of The Hunt or others associated with The Hunt. This waiver and liability release is intended to apply at all times before, during, or after The Activities take place, at any location, that may result in injury, loss, or damage to the Horse(s) and that may accrue from any cause whatsoever, including accidents, illnesses, theft, running away, and/or injuries that may occur before, during, or after any of The Activities (except if the injury or damage was a directly caused by The Released Parties' gross negligence or willful and wanton misconduct).

Initial Here: _____ Initial Here: _____ Initial Here: _____

9. HORSES ON PREMISES. I represent that all Horse(s) that I will or may bring to the Hunt Property are, to the best of my knowledge, information, and belief, free from transmittable illnesses or diseases and are current on standard equine vaccinations, and have a current (less than 12 months old) negative Coggins Test Certificate at the time that I bring the horse(s) onto the Hunt Property.

Initial Here: _____ Initial Here: _____ Initial Here: _____

10. ATSM/SEI HEAD GEAR. I understand that The Hunt requires me to wear, for my protection, properly fitted and secured ASTM-standard (F 1163)/SEI-certified protective equestrian headgear when riding, handling, or when near Horses. I am NOT relying on The Hunt to provide a certified equestrian helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time, now or in the future.

Initial Here:_____ **Initial Here:**_____ **Initial Here:**_____

11. MISCELLANEOUS. This Waiver, Agreement and Liability Release is governed by Michigan law and is intended to be as broad and inclusive as Michigan law permits. This document can only be modified in writing and signed by me and the President of Waterloo Hunt , Inc. Should any clause conflict with the law, only that clause will be null and void and the rest of this document shall stay in full force and effect at all times. Should I breach this Waiver, Agreement and Liability Release (or any part) I agree to pay the attorney fees and court costs related to such breach incurred by The Released Parties and/or persons directly affiliated with The Hunt. It is also mutually agreed that any disputes arising under this Waiver, Agreement and Liability Release, or any activities that are undertaken pursuant to it, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Jackson County, Michigan.

Initial Here:_____ **Initial Here:**_____ **Initial Here:**_____

12. EMERGENCIES. Person to Contact in case of emergency:

NAME:_____ **Relationship:**_____

Phone Numbers:_____

NAME:_____ **Relationship:**_____

Phone Numbers:_____

13. ALSO, I REPRESENT: (Contracting Parties please initial at each item following)

_____ **I AM AT OR OVER 18 YEARS OF AGE;**

_____ **I AM OF SOUND MIND, AND I AM NOT SUFFERING FROM SHOCK, OR UNDER INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;**

_____ **I HAVE READ THIS ENTIRE WAIVER, AGREEMENT AND LIABILITY RELEASE (ALL 7 PAGES) AND I FULLY UNDERSTAND IT;**

_____ **I INTEND FOR THIS WAIVER, AGREEMENT AND LIABILITY RELEASE TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE; AND,**

_____ **ALL OF THE INFORMATION I HAVE PROVIDED IN THIS WAIVER, AGREEMENT AND LIABILITY RELEASE IS TRUE AND ACCURATE.**

SIGNATURES OF CONTRACTING PARTIES:

SIGNATURE OF ADULT PARTICIPANT, PARENT IF UNDER AGE 18:

Print Name Here: _____ Date: _____

SIGNATURE OF SPOUSE (IF ANY): _____

Print Name Here: _____ Date: _____

SIGNATURE OF ADDITIONAL PARENT (IF ANY): _____

Print Name Here: _____ Date: _____

SIGNATURE OF STEPPARENT/GRANDPARENT (IF APPLICABLE):

Print Name Here: _____ Date: _____

SIGNATURE OF HUNT REPRESENTATIVE: _____

Print Name Here: _____ Date: _____

