

## **HARVARD FOX HOUNDS - RELEASE AND WAIVER OF LIABILITY**

I, being of legal age, request permission to participate in equestrian riding, fox hunting, hound trials, and horse training with Harvard Fox 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.

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 Harvard Fox 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.

I have been advised to wear protective headgear at all times while riding or otherwise coming in contact with horses, and expressly assumes the risk of injury or death resulting from failure to do so and/or from selecting headgear which does not adequately protect against injury or death.

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State & Phone Number

\_\_\_\_\_  
Email Address