

+HARVARD FOX HOUNDS - RELEASE AND WAIVER OF LIABILITY FOR A MINOR CHILD

The undersigned, the parent and/or legal guardian of the minor child named below, being of legal age, request permission for my minor child to participate in equestrian riding, fox hunting, hound trials, and horse training with Harvard Fox Hounds. I fully understand that cross-country horseback riding (which includes riding over fences, other obstacles, and steep and rough terrain) are very dangerous activities. I also understand that my child could be injured or killed, and my property (including my horse) could be damaged by horses, vehicles, machinery or equipment when my child is attending a horseback riding or foxhunting activity, even though my child may not be riding at the time of the injury, death or damage. I wish for my child to participate in these activities knowing they are dangerous. I accept and assume all the risks of injury or damage (including death) to my child, to my horse, or my other property from whatever cause while my child is participating in these activities. I represent and warrant that I have the legal capacity and authority to give this Release and Waiver of Liability on behalf of my child.

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 my child participating in these activities on behalf of myself, my child, my child's heirs, guardians and legal representatives. I fully understand and agree that landowners, lessees and other persons that permit my child 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 my, my child's 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 my child being permitted to participate in these activities, for my child, my child's heirs, guardians, and legal representatives, I waive, release and agree not to make or bring any claim of any kind against Harvard Fox Hounds, including its masters, officers, directors, staff (including huntsman and whippers-in), field masters, members, employees, or guests, or any land owners, landholders, tenants or other persons making property available to my child, for any injury (including death) to my child or any damage to my child's or my horse or other property whether from anyone's negligence or not, or any other cause, arising out of my child's participation in these dangerous horseback riding, fox hunting or related activities.

I also agree that if I make or anyone makes any claims because of any injury to my child (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 child's right, and my rights as a parent or guardian, to sue or to bring claims of any kind against all those released herein.

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

My child and I have been advised that my child should wear protective headgear at all times while riding or otherwise coming in contact with horses, and on behalf of my child I expressly assume the risk of injury or death resulting from failure to do so and/or from selecting headgear which does not adequately protect my child 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 my child from any expenses, liability claims or damages mentioned in this Release and Waiver. My child and I are 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 my child participates in the activities described herein.

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

CHILD'S NAME: _____

Dated: _____, 20____

Parent or Legal Guardian Signature

Print Name

Street Address

City, State & Phone Number

Email Address