



Est. 1927

## MILL CREEK HUNT CLUB

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Initial

Assumption of risk, release and waiver. **Please read carefully-These terms and conditions affect your legal rights.** WARNING: Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.

As a condition to riding with the MILL CREEK HUNT CLUB (the 'Club') and for other good and valuable consideration, the undersigned, for himself or herself and his or her heirs, personal representatives, successors and assign, hereby knowingly (i) assumes the risk of participating in activities of the Club, (ii) releases and discharges the Club, its officers and directors (individual and as a group), Temple Farms, TSF Management and the other landowners and tenants who permit the members of the Club to ride upon their land, and their respective employees and agents, and their heirs, personal representatives, successors and assigns of each (the 'Released Parties') from any and all loss or liability whatsoever, whether known or unknown, arising directly or indirectly from any and all claims, whether for damage to property (including the undersigned's horse(s)), personal injury, death or otherwise, resulting from or relating to the participation by the undersigned in any activities of the Club and (iii) waives any and all claims, demands and causes of action against the Released Parties relating to the foregoing activities.

1. **Riding Activities Defined.** I understand that 'riding activities' include all activities related to, or associate with the equine riding and hunting activities provided by and organized by the Club, including, without limitation: (a) approaching, mounting and dismounting equines: (b) handling, leading, walking, driving, or riding equines: (c) hunting: (d) training and grooming of equines: (f) riding an equine during adverse weather conditions: (g) training, handling, walking, contact or interaction with hounds, dogs, or other animals; (h) consumption of food and drink: and (i) first-aid, emergency treatment or other services rendered.
2. **Assumptions of Riding Risks** I understand that participation in Riding Activities is a potentially dangerous activity that involves risk of serious personal injury, property loss, and death. Specifically, these risks include, but are not limited to; (i) the propensity of an equine to behave in dangerous sways to that may result in injury, harm, or death to myself, other persons, and other animals: (ii) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals; (iii) certain hazards such as surface or subsurface conditions; (iv) collisions with other equines or objects; and (v) the potential of another participant to act in a negligent manner that may contribute to injury to myself or others, such as failing to maintain control over the animal or not acting within his or her ability. I understand the risks of Riding Activities and voluntarily assume all the risks arising from my participation in Riding Activities.
3. **Waiver and Release and Agreement Not to Sue** I understand that before, during, and even after I participate in Riding Activities, I will be exposed to above normal risks of personal injury, death, and property damage, and that it is impossible to guarantee absolute safety. Therefore, to the maximum extent allowed by applicable law, I voluntarily waive, release, and discharge Mill Creek Hunt Club, Temple Farms, TSF Management, the landowners and tenants that permit the members of the Club to ride upon their land, and each of their respective affiliates (e.g., parent, subsidiary, and sibling entities), members, directors, officers, managers, shareholders, employees, consultants, crew, personnel, agents, sponsors, material suppliers, equipment suppliers, contractors, subcontractors, assigns and successors (collectively 'Released Parties'), from any, and all liability, responsibility, actions claims, or causes of action of any kind related to: (a) death, (b) personal injury, or (c) property loss or damage, of any kind, to property, to or affecting (i) me, (ii) my family, (iii) or anyone in my party participating in Riding Activities, that arises from, is related to, or is connected with my participation, or participation by my family or other members of my party, in Riding Activities, including without limitation, the negligence of any Released Party (collectively,

the 'Released Claims'). This waiver, release and agreement not to sue applies to all Released Claims regardless of whether a Released Claim is caused in whole, or in part, by the active or passive negligence of any Released Party, and regardless of whether the acts or omissions of any Released Party are known or unknown, anticipated or unanticipated. I also will not sue or assert any claims against the Released Parties arising from, related to, or connected with (a) death, (b) personal injury, or (c) property loss or damage that (i) I, (ii) my family, or (iii) anyone in my party suffer related to participating in Riding Activities.

4. Medical and Psychological Condition Certification I certify to the Released Parties that I have no medical or psychological condition that would increase my risk of injury or death during participation in Riding Activities, or would pose a threat to the health or safety of myself, or others, while participating in Riding Activities. I also certify to the Released Parties that at the time I sign this agreement, I am NOT under the influence of: (a) alcohol; (b) any illicit drug; or (c) any medication or other substance, that could impair my ability to: (i) understand the terms and conditions of this Agreement; (ii) comply with Riding Activities related rules and instruction as required by this Agreement; or (iii) safely participate in Riding Activities without endangering the lives or safety of myself or others.
5. Compliance with Rules and Instructions. I agree to comply with the Riding Activities' related rules, and understand that I have been advised to wear a certified helmet and to provide a helmet to any minor child participant.
6. Disclaimer of Warranties I acknowledge that the Club disclaims any and all, express and implied, warranties applicable to Riding Activities or any of the material or equipment related to, or used in connection with, Riding Activities including, without limitation, implied warranties of merchantability, fitness for a particular purpose, and workmanlike quality. I accept this disclaimer and waive each of those warranties.
7. Indemnification To the extent permitted by applicable law, I agree to defend, indemnify, and hold harmless the Released parties from all claims, judgments, costs, and expenses, including but not limited to, reasonable attorneys' fees and cost incurred in connection with any claim that may be asserted by a third-part arising from, related to, or connected with my participation in Riding Activities, regardless of whether any such claims, judgments, costs, or expenses are asserted as the result of either active or passive negligence or any other act or omission of any Released Party including, without limitation, claims for loss or consortium, companionship, or society.
8. Personal Representations and Third-Party Beneficiaries I represent to the Released Parties that I am at least 18 years old. If I am signing this Agreement on behalf of a minor child participant, I represent to the Released parties that I hold all necessary parental or guardianship rights to sign this Agreement on behalf of the applicable minor child. I also acknowledge that each respective Released Party, other than the Club, providing me with Riding Activities is an intended third-party beneficiary of this Agreement even though not specifically identified by name in this agreement.
9. Miscellaneous Affirmations I affirm that; (i) I read and understand the English language; (ii) I carefully read the terms and conditions of this Agreement; (iii) I understand that by signing this Agreement I am voluntarily giving up important legal rights and assuming important legal duties; (iv) I understand that the Released Parties are relying on the truth and accuracy of all information I have provided in this Agreement as a material factor in deciding to allow me to participate in the Riding Activities, and (v) all information I have provided in this Agreement is true and correct. I agree that this Agreement will bind me, the minor child participant (if applicable), my/their respective assigns, heirs, executors, administrators, successors, and beneficiaries forever.

I agree as an adult participant and/or as the parent of legal guardian of, and on behalf of, the minor child participant identified below, to the stated terms and conditions of the agreement above.

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Printed Name of Guest

Signature of Guest or Guardian(s) if a minor

Date