

## RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement is made effective as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ (the "Releasing Party") in favor of the Released Parties (as defined below).

WHEREAS: Howard County-Iron Bridge Hounds, Inc. ("HCIBH") is a Maryland non-profit corporation formed for the purpose of operating a hunt club for the benefit of its members and invited guests.

WHEREAS: Releasing Party desires to participate in equestrian or non-equestrian activities conducted, sponsored, or supported, in whole or in part, by HCIBH, including, without limitation, fox chasing, joint meets, trail rides, clinics, lessons, events, races, competitions, horse shows, social functions, fundraisers, dinners, dances, hound shows, hound walking and training, trail clearing, maintenance of facilities or property, event setup and breakdown, tailgating, participating as a guest or spectator at any of the foregoing events, or any other equestrian or non-equestrian activity of any nature whatsoever (a "Club Activity").

WHEREAS: Releasing Party desires to release and hold harmless the Released Parties from any and all claims arising as a result of the Releasing Party's participation in a Club Activity pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of HCIBH allowing Releasing Party to participate in a Club Activity, and other good and valuable consideration, Releasing Party agrees as follows:

1. **Definitions.** For purposes of this instrument, the term "Released Parties" shall mean HCIBH, Howard Hunt Properties, Inc., The Masters of Foxhunting Association (MFHA), and all persons owning any interest in real property upon which any Club Activity is conducted; and their respective employees, agents, governors, officers, directors, masters, members, stockholders, staff, volunteers, participants, organizers, stewards, communications personnel, legal representatives, heirs, successors, and assigns.
2. **Assumption of Risk.** Releasing Party hereby acknowledges and agrees that horse riding and all other equestrian activities are inherently dangerous activities, which pose a serious risk of injury and/or death to their participants and spectators. Releasing Party desires to participate in these activities knowing they are dangerous. Releasing Party understands that he or she may suffer serious personal injury and/or death as a result of someone else's negligence or through no fault of others due to the dangerous nature of equine activities. Serious personal injury or death to the Releasing Party may result from numerous risks and hazards. These risks and hazards, include, without limitation, injury or death arising from: (i) falling off a horse, including falls caused by circumstances beyond the rider's control; (ii) being kicked, trampled, crushed, or bitten by a horse; and (iii) striking obstacles or objects such as rocks, trees, fences, posts, jumps, fallen logs, and other natural and man-made objects. Further, Releasing Party acknowledges that natural and man-made hazards are part of the sport of traditional foxchasing and other Club Activities, and that Released Parties have no duty whatsoever to remove such hazards or warn Releasing Party of such hazards, such as fallen logs, holes, rocks, fences, streams, steep terrain, barbed wire, jumps and other hazards. Releasing Party hereby acknowledges that the Released Parties will intentionally create hazards in the territory to enhance the sport such as jumps. Releasing Party hereby assumes any and all risks of personal injury, death, and property damage caused as a result of the Releasing Party's participation in a Club Activity and acknowledges that the Released Parties owe no duty of care whatsoever to Releasing Party. Releasing Party further acknowledges and agrees that it is the Releasing Party's sole responsibility to determine the suitability of any horse ridden by the Releasing Party in a Club Activity, including any horse which is borrowed, leased, obtained, or purchased from others. Releasing Party agrees that he or she shall not rely upon any representation or statement made by any other person, including any Released Person, as to the suitability or nature of any horse or the degree of difficulty of any Club Activity.
3. **Riding Helmet.** It is highly recommended for safety reasons that an ASTM/SEI certified riding helmet be worn at all times with the chin strap properly secured. **Please indicate whether or not you desire to wear said riding helmet: \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ INITIALS.** Releasing Party fully assumes and accepts full responsibility for any injuries that might occur as a result of the failure to wear such riding helmet.
4. **Release.** Releasing Party hereby releases, waives, and forever discharges any and all past, present and future claims, demands, obligations, causes of action, rights, damages, and expenses of any nature whatsoever that the Releasing Party (and/or his or her legal representatives, heirs, guardians, or assigns) may have against any Released Party for personal injury, death, and/or property damage caused as a result of, or related to, directly or indirectly, the participation in and/or observation of a Club Activity by the Releasing Party to the fullest extent permitted by law.
5. **No Future Litigation of Released Claims.** Releasing Party shall not commence any litigation or other proceeding against any Released Party to recover damages or compensation or seeking any other legal, equitable or regulatory relief with respect to any released claims or with respect to any injury caused by a risk

assumed by the Releasing Party. In the event any action or other proceeding is commenced in violation of this Agreement by Releasing Party against any Released Party, then Releasing Party shall indemnify and hold harmless the Released Party from any and all claims, causes of action, suits, proceedings, demands, damages, liabilities, fines, penalties, sanctions, amounts paid in settlement, costs, expenses, reasonable attorneys' fees, and litigation expenses incurred by any Released Party (or its insurer) as a result of the commencement of such action or other proceeding.

6. Conflict with Law. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail. In such event, the provision of this Agreement thus effected shall be modified and limited only to the extent necessary to conform to the applicable requirement of law. In the event that any part, article, section, subsection, paragraph, clause or phrase of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.
7. Jurisdiction. Any litigation arising out of or related to this Agreement shall be commenced in a court having subject matter over the controversy which is located in the State of Maryland. Each party consents to personal jurisdiction in the State of Maryland.
8. Burden and Benefit. This Agreement is binding upon and shall inure to the benefit of, the parties hereto and their respective legal representatives, guardians, agents, attorneys-in-fact, employees, servants, agents, affiliates, insurers, heirs, successors and assigns. This instrument shall remain valid unless expressly revoked in writing with receipt acknowledged in writing by HCIBH.
9. Governing Law. This instrument shall be governed by and construed in all respects in accordance with the laws of the State of Maryland without regard to its conflicts of laws rules.

IN WITNESS WHEREOF, each of the parties has set his hand and seal as of the date first written above.

RELEASING PARTY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

SIGNATURE FOR MINOR:

The undersigned hereby certifies to Released Parties that he or she is the parent and/or legal guardian of the minor identified below, has full legal authority and power to execute this instrument on behalf of such minor, and agrees to accept full responsibility for the minor under the provisions of this instrument.

\_\_\_\_\_  
Name of Minor

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Name of Parent or Legal Guardian

EMERGENCY CONTACT INFORMATION:

Name of Emergency Contact: \_\_\_\_\_

Phone Number of Emergency Contact: \_\_\_\_\_

Relationship of Emergency Contact to Releasing Party: \_\_\_\_\_