



**Smithtown Hunt, Inc.**

**RELEASE AND WAIVER OF LIABILITY**

I am aware and acknowledge that horseback riding, foxhunting, pacing, showing, competing and racing, including riding over fences, other obstacles, or riding over natural, steep and/or rough terrain, including riding over the trails and jumps maintained by Smithtown Hunt, Inc. ("The Smithtown Hunt") or of any person, organization, club or entity associated therewith and participating in any other activities arising out of or related thereto, (collectively "Equestrian Activities") are inherently dangerous, hazardous, and unpredictable activities. I understand that my horse or I or others may be injured or die as a result of acts or omissions, including but not limited to, my negligence, the negligence of others or through no fault of myself or anyone else, because of the nature of Equestrian Activities. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF LOSS, DAMAGE, PERSONAL INJURY OR DEATH THAT I OR MY PROPERTY MAY SUSTAIN IN CONNECTION WITH ANY EQUESTRIAN ACTIVITIES.

With knowledge of the foregoing and as an inducement for The Smithtown Hunt to allow me to engage in Equestrian Activities, and for other good and valuable consideration, I hereby release The Smithtown Hunt and all of its officers, directors, members, masters, guests, subscribers, participants, riders, agents, employees, invitees, lessees, licensees, landowners and occupants of the land on which Equestrian Activities take place, (collectively the "Released Parties") from any and all liabilities, claims, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury, including death, that may be sustained by me, my horse, or any other property whatsoever, while engaged in any of the Equestrian Activities or any other activity sponsored by or affiliated with The Smithtown Hunt or related to Equestrian Activities, including social functions such as parties, puppy shows, hound shows, horse trials, or polo matches. This Release includes but is not limited to losses, damage, injuries, claims or liabilities caused by acts or omissions, including, but not limited to, the passive or active negligence of the Released Parties, or hidden, latent or obvious defects in the equipment, premises, or facilities used, or arising out of any emergency, ambulance or equivalent service and medical or paramedical attention or the failure to provide therefore in connection with the Equestrian Activities.

I hereby indemnify and hold harmless the Released Parties from and against any and all losses, damages, claims and expenses, including reasonable attorney's fees, which result from any claims which are made by me or made by any other party, arising out of or in any way related to my participation in the Equestrian Activities. Nothing contained in this Release shall be deemed to grant permission to me to ride on land commonly known as The Smithtown Hunt's "Hunt Country" or on the lands of any particular landowner except in conjunction with the Smithtown Hunt's regular activities.

I further indemnify and agree to hold the Released Parties harmless of and from any losses, claims, demands, costs or expenses, including reasonable attorney's fees, arising from any claim asserted by any third parties in relation to the costs of any care, treatment or services rendered to me or my property while I am engaged in, or arising from my engaging in, any of the Equestrian Activities or other activities embraced by this Release. This language is intended to ensure that the Released Parties are not required to pay for any damages, care, treatment or services rendered to me or my property.

I represent that I am knowledgeable about all applicable COVID-19 restrictions issued by the State of New York and agree to abide by such restrictions at all times. I hereby indemnify and release the Released Parties for any illness, injury, damage or death resulting from my failure to abide by such restrictions, or the failure of any other person to abide by such restrictions. I hereby release and agree to indemnify the Released Parties as against any expense, liability, claim, demand actions damage or injury sustained if I should contract COVID-19 while participating in any Equestrian Activities.

This Release shall be binding upon my heirs, assigns, next of kin, guardians, legal representatives, personal representatives, executors, and administrators.

In case any provision of this Release and Waiver of Liability should be held to be invalid under/or contrary to, the laws of any country or state having jurisdiction, such invalidity or illegality will have no effect on any of the other provisions of this Release and Waiver of Liability, all of which continue to be effective.

This Release shall remain valid unless expressly revoked in writing by me, with receipt acknowledged by The Smithtown Hunt.

In signing this Release, I hereby acknowledge that I have read the Release completely, understand it, am signing it voluntarily, and I am over 18 years of age and of sound mind.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Date

Emergency Contact (Name & Telephone) \_\_\_\_\_