

**Smithtown Hunt, Inc.**  
**RELEASE AND WAIVER OF LIABILITY FOR MINOR** (*under age 18*)



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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 Child or my Child's horse or others may be injured or die as a result of acts or omission, including, but not limited to, my Child's negligence, the negligence of others, or through no fault of my Child or anyone else, because of the nature of the Equestrian Activities. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF LOSS, DAMAGE, PERSONAL INJURY OR DEATH THAT MY CHILD OR MY CHILD'S PROPERTY MAY SUSTAIN IN CONNECTION WITH ANY EQUESTRIAN ACTIVITIES. This Release and Waiver shall apply equally to my Child or to any minor under 18 years of age for whom I have accepted responsibility by signing this document.

With knowledge of the foregoing and as an inducement for The Smithtown Hunt to allow my Child to engage in Equestrian Activities, and for other good and valuable consideration, I hereby release, individually and on behalf of my Child, The Smithtown Hunt and all of its officers, directors, members, masters, guests, subscribers, participants, riders, agents, employees, invitees, lessees, licensees, landowners, or occupants or owners of land on or over which Equestrian Activities take place, and affiliates of any of the same (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 my Child, my Child's horse, or damage to any 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 all of 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 my Child or on behalf of my Child by any other party, arising out of or in any way related to my Child's participation in the Equestrian Activities. Nothing contained in this Release shall be deemed to grant permission to my Child to ride on lands commonly known as The Smithtown Hunts "Hunt Country" or the lands of any particular landowner other than in conjunction with The Smithtown Hunt's regular activities.

I further indemnify and agree to hold the Released Parties harmless of and from any damages, claims, demands, costs or losses, including reasonable attorney's fees, which result from any claim asserted by any third parties in relation to any injury or damage sustained by my child and the costs of any care, treatment or services rendered to my Child or to my property while my Child is engaged in, or arising from my engaging in, any of the activities embraced by this Release. This language is intended to ensure that the Released Parties are not required to pay for any damage, care, treatment or services rendered to me, my Child or for any 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 sustained by my Child resulting from any failure to abide by such restrictions, or the failure of any other reason to abide by such restrictions. I hereby agree to indemnify and release the Released Parties as against any liability, claim, demand actions damage or injury sustained by my Child if my Child should contract COVID-19 while participating in any Equestrian Activities.

As evidence in my signature below, I and/or my child agree to be photographed while attending any equestrian riding activity organized by the Smithtown Hunt. These photos may be used on our website, Facebook, Instagram and other forms of advertising/media. The use of these photos will be used to promote the Smithtown Hunt. This Release shall be binding upon my Child's 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. The term "Child" as used in this release shall include any minor in my custody or care. In signing this Release, I (parent/guardian) 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 Parent/Guardian/Custodian

\_\_\_\_\_  
Printed Name of Parent/Guardian/Custodian

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

\_\_\_\_\_  
Date

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