

ASSUMPTION OF RISK, RELEASE AGREEMENT AND WAIVER OF LIABILITY

I request permission to horseback ride, whether with a horse that I supply or with a horse provided to me by Dr. Laurie Landeau, Merri Ferrell, Eaton's Neck LLC, Daugh Corporation, Sandpiper Farm Riding School Inc.(hereafter referred to as "Sandpiper Farm"), and/or any other officer, director, member, employee or guest of any other of the above listed individuals/entities, on the premises more commonly known as Sandpiper Farm, formerly known as the "Morgan property", located in Eatons Neck, N.Y. (each of these individual/entities shall be referred to herein, collectively, as "Sandpiper Farm". In this regard I warrant and represent that I am a capable rider who is able to safely participate in horseback riding activities.

I fully understand that horseback riding and other horse-related events and/or activities (which includes riding over fences and other obstacles and over dangerous and rough terrain) are very dangerous activities. In addition, I fully understand that horses can be dangerous and unpredictable animals which can cause me serious personal injury and/or death whether I be mounted upon them or not. Recognizing and appreciating these risks, I nevertheless wish to participate in these horseback riding activities and to ride on my horse or one provided to me by Sandpiper Farm, knowing that these activities, as well as horses, are dangerous. I accept and assume all the risks of injury (including death) to myself and to my property or property within my care/custody while undertaking these horseback riding activities at the premises of Laurie J. Landeau/Sandpiper Farm and whether it be with a horse that I supplied or one provided to me by Laurie Landeau/Sandpiper Farm.

In exchange for being permitted to participate in these horseback riding activities and to ride a horse that I supply and/or one that was provided to me by Laurie Landeau/Sandpiper Farm, for myself, my heirs, distributees, guardians, legal representatives, administrators and/or executors, I release and agree not to make or bring any claim of any kind, including, but not limited to any derivative action/claim against Eaton's Neck LLC, Daugh Corporation, Sandpiper Farm Riding School Inc., Dr. Laurie Landeau, Merri Ferrell, and any officers, directors, members, employees or guests of any other of the above listed individuals/entities, for any injury (including death) to me or my minor child(ren) or for any damage to my property or property within my care/custody whether from anyone's negligence or not, or any other cause, arising out of my participation in these dangerous horseback riding and horse-related activities, including but not limited to board, grooming, standing near horses, horseback riding, training, Ride Outside The Ring Programs and any other horse activity and/or from any horse, whether it be mine or another's or one provided to me while at premises of Laurie J. Landeau, more commonly known as Sandpiper Farm in Eaton's Neck, NY; and I also agree that if anyone makes any claim because of any injury to me (including death) or to my minor child(ren), or for any damage to my or another's property or to property within my care/custody, I will keep free and hold harmless all those released by this Release Agreement from any and all damages or costs, including legal fees and expenses and will provide them with a paid in full legal defense, because of those claims and/or derivative actions/claims.

I further represent and warrant that there is presently in existence a medical/hospital policy of insurance that is in full force and effect, which shall cover any and all medical/hospital costs/fees incurred for treatment related to my injuries and/or death sustained in my participation in these activities. Should there be any change or lapse in such medical/hospital policy of insurance, I represent and warrant that I will immediately notify Dr. Laurie J. Landeau and Merri Ferrell of the same in writing and mailing the same, via certified mail, return receipt requested, to, care of, Merri Ferrell, 202 Lighthouse Road, Northport, N.Y. 11768. In no event, shall Eaton's Neck LLC, Daugh Corporation, Sandpiper Farm, Dr. Laurie Landeau, Merri Ferrell, and/or any other officer, director, member, employee or guest of any other of the above listed individuals/entities be liable for any medical/hospital costs/fees associated with treatment for injuries and/or death which may be sustained by me or my minor child(ren) in my/their participation in these activities from any horse. I also agree that this Release Agreement shall be so construed to include medical/hospital costs/fees as damages released hereunder and covered by my agreement to keep free and hold harmless all those released by this Release Agreement from any and all damages or costs, including legal fees and expenses, because of any claim(s) which may be made by anyone to recover such medical/hospital costs/fees.

I furthermore represent and warrant that it is my sole responsibility to insure that I and my minor child(ren) am wearing a properly fitted safety helmet meeting ASTM F1163/SEI standards at all times while on horseback during these activities.

By signing this Release Agreement and Waiver of Liability, I agree that I have read and understood the terms so contained herein and agreed to be bound by the same.

Rider's Name (Print)

Date

Rider's Signature

Address

Parent/Guardian's signature (if Rider is a minor)

Phone Number

Email address

Division or activity (circle one): Pace-Hunt Pace-Pleasure Ride Outside Ring ROR- Trial Sunset Ride Lease

OTHER _____ **Amount Paid:** \$ _____ **Method of Payment (circle one):** Cash Check



SMITHTOWN HUNT, INC.

LIMITATION OF LIABILITY FORM

With stay-at-home orders gradually being lifted in New York State, any parties involved in activities associated with the Smithtown Hunt must continue to be aware of the risks that are associated with the Coronavirus (COVID-19).

Throughout the 2020-2021 season, it may become necessary for a member to be in a group or other activity, which raises the possibility of a potential liability resulting from exposure to the Coronavirus (COVID-19).

By participating in any events associated with the Smithtown Hunt, you acknowledge that there is an assumption of exposure to the Coronavirus (COVID-19) and any and all consequences that may result from such exposure, including, but not limited to, physical injury, psychological injury, pain, suffering, illness, temporary or permanent disability, death or economic loss.

This form is intended to notify the parties of the risks associated with Coronavirus (COVID-19).

The undersigned hereby acknowledges receipt of this Coronavirus (COVID-19) Limitation of Liability form and understands that the refusal to sign this form may result in the cancellation of the undersign's participation in activities associated with the Smithtown Hunt.

SIGNATURE

PRINT NAME

DATE

NAME OF PARENT/GUARDIAN, IF ABOVE IS A MINOR

PRINT NAME

DATE



SMITHTOWN HUNT, INC.

THE SMITHTOWN HUNT EVENT COVID-19 AFFIDAVIT

By signing this form, I hereby agree to the 2021 COVID-19 Policy and Rules for the Smithtown Hunt. I also certify that I am following the necessary protocols mandated by the State of New York. In doing so:

- I have self-monitored my temperature daily for the last 2 weeks prior to entering this event and have maintained a temperature below 99.5 F (37.5 C).
- I have not exhibited COVID-19 symptoms as described by the CDC in the last 2 weeks.
- I have not tested positive for COVID-19 within the last 2 weeks.
- I have not been in contact with someone who has tested positive for COVID-19 within the last 2 weeks. (Exception: Healthcare personnel who have treated patients using appropriate medical-grade PPE during the course of performing professional duties are exempted from this restriction.)
- I understand and agree that it is my responsibility to wear a facemask or face covering when in a public setting where there is a possibility of being within 6 feet of another individual, and when not mounted on a horse.
- I will self-monitor my own temperature every morning prior to leaving for the event.
- If I should begin to experience any symptoms of COVID-19 or exhibit a temperature of 99.5 F (37.5 C) or above after my initial entrance onto the event grounds, I will immediately notify the Smithtown Hunt staff and seek medical help.
- If I am diagnosed with COVID-19 after arriving at an event or within 14 days of leaving the event, I will notify the Smithtown Hunt so specific steps can be made to quarantine others that may have been affected prior to that diagnosis.
- I understand that I am required to provide a valid cell phone number and e-mail address so I will receive all notifications from the competition.

NAME OF PARTICIPANT _____

NAME OF PARENT/GUARDIAN IF PARTICIPANT IS A MINOR _____

NOTIFICATION INFORMATION

CELL PHONE _____

E-MAIL _____

EMERGENCY CONTACT INFORMATION

NAME _____

CELL PHONE _____

PARTICIPANT SIGNATURE _____ DATE _____

{Parent/Guardian, if Participant is a Minor}



RELEASE AGREEMENT & WAIVER OF LIABILITY FOR ADULT RIDER

I request permission to participate in foxhunting, hunter pace riding, hunter trials, horse shows, horseback riding and other horse-related events and/or activities sponsored and/or conducted by **SMITHTOWN HUNT, INC.** In this regard, I warrant and represent that I am a capable rider who is able to safely participate in these activities.

I request permission to participate in foxhunting, hunter pace riding, hunter trials, horse shows, horseback riding and other horse-related events and/or activities sponsored and/or conducted by **SMITHTOWN HUNT, INC.** In this regard, I warrant and represent that I am a capable rider who is able to safely participate in these activities.

I fully understand and accept that foxhunting, hunter pace riding, horse shows, horseback riding and any other horse-related events and/or activities involves riding over fences, other obstacles and dangerous and rough terrain, all of which are very dangerous activities. In addition, I understand and accept that even when not riding, but standing on the ground near horses can pose a danger to my life and/or property. I furthermore understand and accept Smithtown Hunt shares the land over which they ride with bow and gun hunters during the archery and firearm hunting season, which poses a severe risk of my being injured and/or killed by these other hunters. Nevertheless and in spite of these risks and dangers, I wish to participate in these activities knowing that they are dangerous. I accept and assume all the risks of injury, including death, to myself and to my property or property within my care/custody.

In exchange for being permitted to participate in these activities, for myself, my heirs, distributees, guardians, legal representatives, administrators and/or executors, I release and agree not to make or bring any claim of any kind against **SMITHTOWN HUNT, INC.** or its Masters, officers, directors, members, employees or guests or against any land owner(s), landholder(s) or other persons making property available for **SMITHTOWN HUNT, INC.**, for any injury (including death) to me or for any damage to my property or property within my care/custody whether from anyone's negligence or not, or any other cause, arising out of my participation in these dangerous foxhunting, hunter pace riding, horse shows, horseback riding and other horse-related events and/or activities; and I also agree that if anyone makes any claims because of any injury to me, including my death, or for any damage to my property or to property within my care/custody, I will keep free and hold harmless all those released by this Release Agreement from any and all damages or costs, including legal fees and expenses, because of those claims.

I further represent and warrant that there is presently in existence a medical/hospital policy of insurance, that is in full force and effect, which shall cover any and all medical/hospital costs/fees incurred for treatment related to my injuries sustained in my participation in these activities. Should there be any change or lapse in such medical/hospital policy of insurance, I represent and warrant that I will immediately notify **SMITHTOWN HUNT, INC.** of the same in writing and mailing the same, via certified mail, return receipt requested, to Smithtown Hunt, Inc., c/o Doniger & Engstrand, LLP, 12 Bayview Avenue, Northport, NY 11768. In no event, shall **SMITHTOWN HUNT, INC.** be liable for any medical/hospital costs/fees associated with treatment for injuries which may be sustained by me in my participation in these activities. I also agree that this Release Agreement shall be so construed to include medical/hospital costs/fees as damages released hereunder and covered by my agreement to keep free and hold harmless all those released by this Release Agreement from any and all damages or costs, including legal fees and expenses, because of any claim(s) which may be made by anyone to recover such medical/hospital costs/fees.

I furthermore represent and warrant that it is my sole responsibility to insure that I am wearing a safety helmet meeting ASTM safety standards at all times while on horseback during these activities. Moreover, I understand and accept that the choice is always mine whether I wish to participate in any of the above-mentioned equestrian activities, including foxhunting during bow and gun hunting season. If I do so chose to participate in any of the above-mentioned equestrian activities, including foxhunting during bow and gun hunting season, I acknowledge and understand that Smithtown Hunt, Inc. encourages and permits me to wear a high visibility blaze orange safety vest over the front, back and sides of my normal hunt attire during bow and gun hunting season. Whether I choose to wear a high visibility blaze orange safety vest, is my sole responsibility and choice. By signing this Release Agreement and Waiver of Liability, I agree that I have read and understood the terms so contained herein and agreed to be bound by the same.

Dated _____ 20____

Signature _____

Print Name _____

Name: _____

Address: _____

Phone Number: _____

Emergency Phone Number: _____

E-Mail Address: _____

CONSENT TO USE NAME, PORTRAIT AND/OR PICTURE

I, _____ hereby consent and permit **SMITHTOWN HUNT, INC.** and/or any of its representatives to use my and/or my minor child's name, portrait and/or picture for advertising, commercial and/or trade purposes, pursuant to Sections 50 and 51 of the New York Civil Rights Law without charge. This consent is of unlimited duration.

Dated _____ 20____

Print Adult's Name and if applicable, Child's Name _____



RELEASE AGREEMENT & WAIVER OF LIABILITY FOR MINOR CHILD

I request permission for my minor child, named below, to participate in foxhunting, hunter pace riding, hunter trials, horse shows, horseback riding and other horse-related events and/or activities sponsored and/or conducted by the **SMITHTOWN HUNT, INC.** In this regard, I warrant and represent that my child is a capable rider who is able to safely participate in these activities.

I fully understand and accept that foxhunting, hunter pace riding, horse shows, horseback riding and any other horse-related events and/or activities involves riding over fences, other obstacles and dangerous and rough terrain, all of which are very dangerous activities. In addition, I understand and accept that even when not riding, but standing on the ground near horses can pose a danger to my child's life and/or property. I furthermore understand and accept Smithtown Hunt shares the land over which they ride with bow and gun hunters during the archery and firearm hunting season, which poses a severe risk of my child being injured and/or killed by these other hunters. Nevertheless and in spite of these risks and dangers, I wish to allow my child to participate in these activities knowing that they are dangerous. I accept and assume all the risks of injury, including death, to my child and to my and/or my child's property or property within my and/or my child's care/custody.

In exchange for my child being permitted to participate in these activities, for my child, myself, my child's heirs, distributees, guardians, legal representatives, administrators and/or executors, I release and agree not to make or bring any claim of any kind against **SMITHTOWN HUNT, INC.** or its Masters, officers, directors, members, employees or guests or against any land owner(s), landholder(s) or other persons making property available for **SMITHTOWN HUNT, INC.**, for any injury (including death) to my child or for any damage to my and/or my child's property or property within my and/or my child's care/custody whether from anyone's negligence or not, or any other cause, arising out of my participation in these dangerous foxhunting, hunter pace riding, horse shows, horseback riding and other horse-related events and/or activities; and I also agree that if anyone makes any claims because of any injury to my child, including my child's death, or for any damage to my and/or my child's property or to property within my and/or my child's care/custody, I will keep free and hold harmless all those released by this Release Agreement from any and all damages or costs, including legal fees and expenses, because of those claims.

I further represent and warrant that there is presently in existence a medical/hospital policy of insurance, that is in full force and effect, which shall cover any and all medical/hospital costs/fees incurred for treatment related to my child's injuries sustained as a result of his/her participation in these activities. Should there be any change or lapse in such medical/hospital policy of insurance, I represent and warrant that I will immediately notify **SMITHTOWN HUNT, INC.** of the same in writing and mailing the same, via certified mail, return receipt requested, to Smithtown Hunt, Inc., c/o Doniger & Engstrand, LLP, 12 Bayview Avenue, Northport, NY 11768. In no event, shall **SMITHTOWN HUNT, INC.** be liable for any medical/hospital costs/fees associated with treatment for injuries which may be sustained by my child as a result of his/her participation in these activities. I also agree that this Release Agreement shall be so construed to include medical/hospital costs/fees as damages released hereunder and covered by my agreement to keep free and hold harmless all those released by this Release Agreement from any and all damages or costs, including legal fees and expenses, because of any claim(s) which may be made by anyone to recover such medical/hospital costs/fees.

I furthermore represent and warrant that it is my sole responsibility to insure that my child wears an approved safety helmet meeting ASTM safety standards, which is my sole responsibility to provide, at all times while on horseback during these activities. Moreover, I understand and accept that the choice is always mine whether I wish to allow my child to participate in any of the above-mentioned equestrian activities, including foxhunting during bow and gun hunting season. If I do so chose to allow my child to participate in any of the above-mentioned equestrian activities, including foxhunting during bow and gun hunting season, I acknowledge and understand that **SMITHTOWN HUNT, INC.** encourages and permits my child to wear a high visibility blaze orange safety vest over the front, back and sides of my normal hunt attire during bow and gun hunting season, which shall be my sole responsibility to provide. Whether I wish to have my child wear a high visibility blaze orange safety vest shall be my sole responsibility and choice.

By signing this Release Agreement and Waiver of Liability, I agree that I have read and understood the terms so contained herein and agreed to be bound by the same.

Name: _____

Address: _____

Dated _____ 20____

Signature _____

Phone Number: _____

Print Name _____

Emergency Phone Number: _____

E-Mail Address: _____