

RELEASE AND WAIVER OF LIABILITY

I REQUEST PERMISSION TO PARTICIPATE IN CROSS-COUNTRY HORSEBACK RIDING WITH THE **NEW MARKET-MIDDLETOWN VALLEY HOUNDS, INC.** ("NM-MVH").

I FULLY UNDERSTAND THAT CROSS-COUNTRY HORSEBACK RIDING (WHICH INCLUDES JUMPING OVER FENCES AND OTHER OBSTACLES AND RIDING ON DANGEROUS AND ROUGH TERRAIN) IS A DANGEROUS ACTIVITY. I WISH TO PARTICIPATE IN THIS ACTIVITY KNOWING IT IS DANGEROUS. I ACCEPT AND ASSUME ALL THE RISKS OF INJURY (INCLUDING DEATH) TO ME OR MY PROPERTY.

IN EXCHANGE FOR THIS PERMISSION TO PARTICIPATE IN THIS ACTIVITY, FOR MYSELF, MY HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES, I RELEASE AND AGREE NOT TO MAKE OR BRING ANY CLAIM OF ANY KIND AGAINST THE **NM-MVH**, OR THEIR RESPECTIVE MASTERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, EMPLOYEES, STAFF OR GUESTS OR ANY LANDOWNER OR OTHER PERSON MAKING PROPERTY AVAILABLE FOR THIS CROSS-COUNTRY RIDE; FOR ANY INJURY (INCLUDING DEATH) TO ME OR ANY DAMAGE TO MY PROPERTY WHETHER FROM ANYONE'S NEGLIGENCE OR NOT, OR ANY OTHER CAUSE, ARISING OUT OF MY PARTICIPATION IN THESE DANGEROUS HORSEBACK RIDING ACTIVITIES.

BY SIGNING THIS RELEASE AND WAIVER, I UNDERSTAND THAT I AM GIVING UP ANY RIGHT I HAVE TO SUIT AND TO MAKE CLAIMS AGAINST ANY OF THOSE LISTED ABOVE (INCLUDING MEMBERS AND PARTICIPANTS) FOR ANY INJURIES I MIGHT SUSTAIN WHILE ON HORSEBACK OR FOLLOWING OR PARTICIPATING ON FOOT OR BY VEHICLE AND THAT I AM INDEMNIFYING THOSE LISTED ABOVE (INCLUDING MEMBERS AND PARTICIPANTS) FOR INJURING ANYONE ELSE OR ANY HORSE RIDDEN BY ANOTHER WHILE SO ENGAGED AND I DO SO KNOWINGLY AND VOLUNTARILY.

BY SIGNING THIS RELEASE AND WAIVER I ALSO GRANT TO NM-MVH THE IRREVOCABLE RIGHT TO USE PHOTOGRAPHS TAKEN AT ANY NM-MVH EVENT IN NM-MVH PRINTED OR ELECTRONIC MATERIALS AND PUBLICATIONS OR ON ITS WEB SITE. I ALSO WAIVE ANY RIGHT TO ROYALTIES OR OTHER COMPENSATION ARISING FROM OR RELATED TO THE USE OF THE PHOTOGRAPHS.

SIGNATURE _____ **DATE** _____

PRINT NAME _____

ADDRESS _____ **City** _____ **State** _____ **Zip** _____

PHONE _____ **CELL** _____

EMAIL _____

PARENT OR GUARDIAN RELEASE AND WAIVER

I AM THE PARENT OR GUARDIAN OF _____, A MINOR, AND ON THE MINOR'S BEHALF AND ON MY BEHALF AND ON BEHALF OF ALL OTHER PARENTS OR GUARDIANS OF THE MINOR, I ACCEPT THE RELEASE AND WAIVER OF LIABILITY LISTED ON THE FORM AS AN INDUCEMENT FOR ALLOWING MY CHILD OR THIS MINOR, TO PARTICIPATE IN HORSE RELATED ACTIVITIES. I FURTHER AUTHORIZE ANY EMERGENCY MEDICAL CARE WHICH MAY BE NECESSARY. I REPRESENT AND WARRANT THAT I HAVE AUTHORITY TO GIVE THIS RELEASE.

SIGNATURE OF PARENT/GUARDIAN _____ **DATE** _____

PRINT NAME _____

ADDRESS/ _____ **City** _____ **State** _____ **Zip** _____

I AM A MEMBER OF A RECOGNIZED HUNT CLUB THAT CARRIES A LIABILITY POLICY SPONSORED BY THE MASTERS OF FOXHOUNDS ASSOCIATION (MFHA) **YES** _____ **NO** _____

NM-MVH, INC COVID-19 Liability Release Waiver

The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions which New Market-Middletown Valley Hounds, Inc. (the "Organization") adheres to comply.

In consideration of being allowed to participate in any club sponsored activity during the 2020-2021 season, I the undersigned, acknowledge and agree to the following prior to participating:

I have not had a fever, fatigue, difficulty in breathing, shortness of breath, sore throat, cough, body aches, headache, nausea, vomiting, diarrhea, loss of sense of taste, smell or appetite, or exhibited any other symptoms related to COVID-19 or any communicable disease within the last 14 days.

I have not, nor any member(s) of my household, traveled internationally within the past 30 days.

I have not, nor any member of my household, traveled/visited any any area within the United States where there may have been an increased risk of COVID-19, in the last 14 days.

I have not been, nor any member(s) of my household, tested positive for COVID-19 or think I may have had COVID-19 within the last 14 days.

I have not been in close contact with a person who tested positive for COVID-19, or think they may have COVID-19, within the last 14 days.

Following the pronouncements above I hereby declare the following:

I am fully and personally responsible for my own safety and actions while and during participation and I recognize that I may be in any case be at risk of contracting COVID-19.

With full knowledge of the risks involved, I hereby release, waive, discharge the Organization, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.

I agree to indemnify, defend, and hold harmless the Organization from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.

By signing below I acknowledge that I have read the foregoing Liability Release Waiver and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent; That I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed; that I give my voluntary consent in signing this Liability Release Waiver as my own free act and deed with full intention to be bound by the same, and free from any inducement or representation.

This waiver will remain effective until laws and mandates relevant to COVID-19 are lifted.

Name

Street

City

State

Zip

Phone

Email

Signature

Date