

2019 - 2020



WAIVER/RELEASE OF LIABILITY AND INDEMNIFICATION

I REQUEST PERMISSION TO PARTICIPATE IN CROSS-COUNTRY RIDING, HOUND EXERCISING, AND/OR FOXHUNTING WITH THE CHESHIRE HUNT CONSERVANCY, THE OWNER OF MR. STEWART'S CHESHIRE FOXHOUNDS, (TOGETHER REFERRED TO HEREIN AS "CHC HUNTING ACTIVITIES"). I FULLY UNDERSTAND THAT CHC HUNTING ACTIVITIES (WHICH INCLUDE RIDING OVER FENCES, OTHER OBSTACLES, AND DANGEROUS AND ROUGH TERRAIN, OFTEN IN CLOSE PROXIMITY TO OTHER RIDERS AND HORSES) ARE VERY DANGEROUS ACTIVITIES. I WISH TO PARTICIPATE IN CHC HUNTING ACTIVITIES KNOWING THEY ARE VERY DANGEROUS, AND I ACCEPT AND ASSUME ALL THE RISKS OF INJURY (INCLUDING DEATH) TO ME OR DAMAGE TO MY PROPERTY. I REPRESENT AND WARRANT THAT I HAVE THE AUTHORITY TO GIVE THIS RELEASE.

IN EXCHANGE FOR BEING PERMITTED TO PARTICIPATE IN CHC HUNTING ACTIVITIES, FOR MYSELF, MY HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES, I ASSUME ALL RISKS AS STATED ABOVE, AND:

- (1) I RELEASE AND AGREE NOT TO MAKE OR BRING ANY CLAIM OF ANY KIND AGAINST THE CHESHIRE HUNT CONSERVANCY OR THE CHESHIRE LAND PRESERVATION FUND, OR EITHER OF THEIR RESPECTIVE MASTERS, OFFICERS, DIRECTORS, TRUSTEES, MEMBERS, EMPLOYEES, AGENTS, OR GUESTS, OR ANY LANDOWNERS OF, LANDHOLDERS OF, LESSEES OF, OR OTHER PERSONS OR ENTITIES HAVING ANY RESPONSIBILITY WITH RESPECT TO, LAND UPON WHICH I ENGAGE IN CHC HUNTING ACTIVITIES (ALL COLLECTIVELY REFERRED TO HEREIN AS "RELEASES"), FOR ANY INJURY (INCLUDING DEATH) TO ME OR ANY DAMAGE TO MY PROPERTY WHETHER OR NOT DUE TO ANYONE'S NEGLIGENCE OR TO ANY OTHER CAUSE ARISING FROM MY PARTICIPATION IN CHC HUNTING ACTIVITIES; AND
(2) I ALSO AGREE IF ANYONE MAKES ANY CLAIMS BECAUSE OF ANY INJURY (INCLUDING DEATH) TO ME OR ANY DAMAGE TO MY PROPERTY ARISING FROM MY PARTICIPATION IN CHC HUNTING ACTIVITIES, I WILL HOLD RELEASES HARMLESS AND KEEP THEM FREE OF, AND WILL INDEMNIFY THEM FOR, ANY DAMAGES OR COSTS BECAUSE OF THOSE CLAIMS; AND
(3) I ALSO AGREE IF ANYONE MAKES ANY CLAIMS BECAUSE OF ANY INJURY (INCLUDING DEATH) CAUSED BY ME, MY EMPLOYEES OR AGENTS, OR ANY DAMAGE TO PROPERTY CAUSED BY ME, MY EMPLOYEES, OR AGENTS, IN CONNECTION WITH CHC HUNTING ACTIVITIES, I WILL HOLD ALL RELEASES HARMLESS AND KEEP THEM FREE OF, AND WILL INDEMNIFY THEM FOR, ANY DAMAGES OR COSTS BECAUSE OF THOSE CLAIMS.

PROTECTIVE HEADGEAR REQUIREMENT:

I HAVE BEEN ADVISED THAT I SHOULD PURCHASE AND WEAR PROTECTIVE HEADGEAR (AN ASTM -AMERICAN SOCIETY FOR TESTING AND MATERIALS/SEI-SAFETY EQUIPMENT INSTITUTE APPROVED). CHIN HARNESS MUST BE SECURED. IT IS THE RESPONSIBILITY OF THE RIDER, OR THE PARENT OF THE RIDER TO SEE TO IT THAT THE HEADGEAR COMPLIES WITH APPROPRIATE SAFETY STANDARDS FOR PROTECTIVE HEADGEAR INTENDED FOR EQUESTRIAN USE, AND IS PROPERLY FITTED AND IN GOOD CONDITION. AND THAT WEARING SUCH HELMET WHILE MOUNTING, RIDING, DISMOUNTING AND OTHERWISE WHILE BEING AROUND EQUINES MAY PREVENT OR REDUCE THE SEVERITY OF HEAD INJURIES AND EVEN PREVENT DEATH AS THE RESULT OF A FALL OR OTHER OCCURENCES. I UNDERSTAND THAT RIDING HELMETS ARE STRICTLY REQUIRED, AT ALL TIMES, WHILE MOUNTED FOR RIDERS PARTICIPATING IN CHC ACTIVITIES. IN ADDITION, I ACKNOWLEDGE THAT CHC RECOMMENDS THAT I WEAR A PROTECTIVE VEST THAT MEETS OR EXCEEDS CURRENT ASTM STANDARDS WHILE MOUNTED, AND I ASSUME FULL RESPONSIBILITY FOR MY DECISION ON WHETHER TO FOLLOW CHC'S RECOMMENDATION IN THIS REGARD.

HEALTH CARE AUTHORIZATION: IN THE EVENT I AM INJURED OR BECOME ILL WHILE PARTICIPATING IN CHC ACTIVITIES, I HEREBY AUTHORIZE AND CONSENT OTHER PERSONS PRESENT, HAVING A GOOD FAITH BELIEF THAT I AM UNABLE TO ACT IN MY OWN BEST INTERESTS, TO PROVIDE EMERGENCY MEDICAL CARE FOR ME AND THAT SUCH PERSONS REASONABLY BELIEVE SUCH CARE IS IN MY BEST INTERESTS UNDER THE CIRCUMSTANCES. SUCH PERSONS ARE ALSO HEREBY AUTHORIZED UNDER THOSE CONDITIONS TO GIVE MY HORSE SUCH CARE, INCLUDING VETERINARY CARE, AS THEY REASONABLY BELIEVE TO BE IN THE BEST INTERESTS OF MY HORSE. THE FOREGOING AUTHORIZATIONS AND CONSENTS SHALL NOT BE DEEMED TO CREATE ANY DUTY IN ANY PERSON TO TAKE ANY ACTION WITH RESPECT TO ME OR ANY HORSE OF MINE.

PLEASE BE AWARE THAT BY ATTENDING CHESHIRE HUNT CONSERVANCY EVENTS, YOU CONSENT TO YOUR VOICE, NAME, AND/OR LIKENESS BEING USED, WITHOUT COMPENSATION, IN PHOTOS OR VIDEO FOR USE IN ANY AND ALL MEDIA, WHETHER NOW KNOWN OR HEREAFTER DEvised, FOR ETERNITY, AS DEEMED APPROPRIATE BY THE CHC BOARD AND YOU RELEASE THE CHESHIRE HUNT CONSERVANCY , ITS SUCCESSORS, ASSIGNS AND LICENSEES FROM ANY LIABILITY WHATSOEVER OF ANY NATURE.

PLEASE INFORM A MASTER, BOARD MEMBER OR HUNT SECRETARY IF YOU DO NOT WISH TO BE SUBJECT TO THE FOREGOING.

IN CASE OF EMERGENCY PLEASE NOTIFY: \_\_\_\_\_ PHONE: \_\_\_\_\_
(someone not in hunting field)

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_ RESPONSIBLE SUBSCRIBER: \_\_\_\_\_