

2019 - 2020



WAIVER/RELEASE OF LIABILITY
AND INDEMNIFICATION

I REQUEST PERMISSION FOR MY CHILD ("CHILD" MEANS EACH CHILD NAMED BELOW) TO PARTICIPATE IN CROSS-COUNTRY HORSEBACK 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 HORSES AND RIDERS) ARE VERY DANGEROUS ACTIVITIES. I WISH TO ALLOW MY CHILD TO PARTICIPATE IN THESE ACTIVITIES KNOWING THEY ARE DANGEROUS. FOR MY CHILD, I ACCEPT AND ASSUME ALL THE RISKS OF INJURY (INCLUDING DEATH) TO MY CHILD OR DAMAGE TO MY OR MY CHILD'S PROPERTY. I REPRESENT AND WARRANT THAT I HAVE THE AUTHORITY TO GIVE THIS RELEASE FOR MYSELF AND FOR THE OTHER PARENT OF MY CHILD.

IN EXCHANGE FOR MY CHILD BEING PERMITTED TO PARTICIPATE IN THESE ACTIVITIES, FOR MY CHILD, MYSELF, MY CHILD'S OTHER PARENT, AND MY CHILD'S 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 OR GUESTS, OR ANY LANDOWNERS OF, LANDHOLDERS OF, LESSEES OF, OR OTHER PERSONS OR ENTITIES HAVING RESPONSIBILITY WITH RESPECT TO, LAND UPON WHICH MY CHILD ENGAGES IN CHC HUNTING ACTIVITIES (ALL COLLECTIVELY REFERRED TO HEREIN AS "RELEASES"), FOR ANY INJURY (INCLUDING DEATH) TO MY CHILD OR ANY DAMAGE TO MY OR MY CHILD'S PROPERTY WHETHER OR NOT DUE TO ANYONE'S NEGLIGENCE OR TO ANY OTHER CAUSE ARISING OUT OF MY CHILD'S PARTICIPATION IN CHC HUNTING ACTIVITIES; AND
- (2) I ALSO AGREE IF ANYONE, INCLUDING WITHOUT LIMITATION MY CHILD OR ANYONE ACTING ON BEHALF OF MY CHILD, MAKES ANY CLAIMS BECAUSE OF ANY INJURY (INCLUDING DEATH) TO MY CHILD OR FOR ANY DAMAGE TO MY OR MY CHILD'S PROPERTY, ARISING FROM MY CHILD'S 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 MY CHILD OR ANY DAMAGE TO PROPERTY CAUSED BY MY CHILD IN CONNECTION WITH 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.

PLEASE BE AWARE THAT BY ATTENDING CHESHIRE HUNT CONSERVANCY EVENTS, YOU CONSENT FOR CHILD'S 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)

NAME OF CHILD: _____ **(PLEASE PRINT) DATE OF BIRTH:** _____

SIGNATURE OF PARENT ON BEHALF OF BOTH PARENTS: _____

PRINT PARENT NAME: _____

SIGNATURE OF SECOND PARENT OR LEGAL GUARDIAN: _____

PRINT SECOND PARENT OR LEGAL GUARDIAN NAME: _____

SUBSCRIBER RESPONSIBLE FOR CHILD IN HUNTING FIELD: _____