

## **RELEASE, WAIVER AND INDEMNITY**

By participating in any activity of Eglinton and Caledon Hounds ("ECH") including hunting, hunter trials, hunter pace, horse races, and any other activity organized by or on behalf of Eglinton and Caledon Hounds (the "Activities"), and signing this release and waiver I agree, in consideration of my participation in any of the aforementioned Activities, to the following:

1. I agree that I choose to participate voluntarily in the Activities as a rider, handler, owner, coach, trainer or as parent or guardian of a junior participant. I am fully aware and acknowledge that horse sports, and in particular, the aforementioned Activities, involve inherent dangerous risks of accident, loss and serious bodily injury including broken bones, head injuries, trauma, pain, suffering or death ("Harm").
2. I agree to release ECH from all claims for money, damages or otherwise for any Harm to me or my horse and for any Harm caused by me or my horse to others, even if the Harm resulted directly or indirectly from the negligence of ECH.
3. I agree to expressly assume all risks of Harm to me or my horse including Harm resulting from the negligence of ECH.
4. I agree to indemnify (that is, to pay any losses, damages or costs incurred by) ECH and to hold it harmless with respect to any claims for Harm to me or my horse and for claims made by others for any Harm caused by me or my horse in connection with the Activities.
5. I agree to release and forever discharge any and all landowners of property on which the Activities take place ("Landowners"), their agents, employees, contractors, heirs, executors, administrators, successors and assigns, from all claims for any damage, loss or injury to me, my horse, other persons, horses or property belonging to them to the fullest extent permitted by law arising out of or relating in any way to my participation in the activities, including, but not limited to, damages resulting from or due in whole or in part to any acts, failure to act, negligence or neglect of other participants in the Activities, any and all Landowners upon whose property the Activities are held, ECH, their agents, employees, officials, officers, directors, or invitees, as well as for theft, vandalism, fire, other casualty damage or damage arising out of any defects in the property.
6. I agree to fully indemnify and hold harmless any and all Landowners, their agents, employees, contractors, heirs, executors, administrators, successors and assigns from and against any and all claims, demands, penalties, actions, losses, costs, damages, injuries, liabilities and obligations including, but not limited to, any and all legal fees of whatsoever kind and nature which may be incurred by or asserted against any of them as a result of any act, failure to act or neglect by me or any animal owned, accompanied or participating in the Activities.

If I am a parent or guardian of any junior participant, I hereby consent to the child's participation and agree to all of the above provisions and agree to assume all of the obligations of this release and waiver on the child's behalf.

I agree that "Eglinton and Caledon Hounds" as used above, includes all their officials, officers, directors, employees, agents, personnel, and volunteers.

BY SIGNING BELOW I hereby represent, warrant and confirm that I carry adequate horse liability insurance upon which representation and warranty ECH will rely.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
OE Number

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature Parent, Guardian if rider is a minor

\_\_\_\_\_  
Name of Junior Rider (required if rider is a minor)

\_\_\_\_\_  
Print Name of Parent, Guardian if rider is a minor