

## GOSHEN HOUNDS, INC. RELEASE AND HOLD HARMLESS WAIVER AGREEMENT



This Release and Hold Harmless Agreement ("Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ ("Releasing Party") in favor of the Goshen Hounds Inc. ("Goshen"). It is effective as of the date above and shall remain effective until the expiration of all applicable statutes of limitations associated with the horse-related activities addressed in this Agreement.

I, Releasing Party, in consideration of Goshen permitting my voluntary participation in a Goshen fox hunt, trail ride, hunter pace, or other equine activity, whether mounted or car-following or on-foot, do hereby release and hold harmless and indemnify Goshen, its members, Masters and officers, as well as landowners and all participants and other guests of Goshen (collectively "Released Parties"). I further agree not to make or bring claim of any kind for myself, my heirs, guardians or legal representatives. I have voluntarily assumed all of the risk of the above-referenced activities. Released Parties are also indemnified by my signature from possible expenses including costs of litigation, settlements, reasonable attorney fees as results of actions brought by myself, heirs or legal representatives.

This Release includes but is not limited to the following: damages, including death or personal injury, to myself; damages to my property, including horse or horses, brought to the Goshen events arising out of my participation in the above activities. I additionally hold the Released Parties harmless from any communicable illness, including COVID, arising from proximity to biohazards or any agents of illness. I also Release and Hold Harmless all Released Parties from injuries or death resulting from my own negligence resulting in harm to myself or my guests.

I, hereby certify and affirm that I have been advised and understand that riding and other horse activities are inherently dangerous activities to participants and spectators. I have been given notice of all risks, including but not limited to, (i) horses' and hounds' propensity for unpredictable behaviors notwithstanding past training and past desired compliant behaviors (ii) that unpredictable behavior of horse and hound may result from reaction to sounds, man-made obstacles, ground conditions, sudden movements, collision with other horses, other riders' errors and natural objects (iii) hazards, foreseeable or unforeseeable, presented by rocks, cliffs, hills, fences of any kind, coops, trees, stumps, logs, bridges, ditches, bodies of water, debris and other obstacles, and any equine activity in connection therewith and (iv) harm that may result from activities of other riders or failure to control the behavior of horse or hound, to myself, other guests and Goshen members, that may contribute to injuries or even death.

By my signature below I agree to pay to the Released Parties any and all costs associated with any breach on my part of this Agreement, including but not limited to reasonable attorneys fees, other professional fees, adjustments on insurance premiums principally brought forth as a result of the initiation of any action that constitutes a breach of this Agreement, and reasonable fees for time expended by principals of the Released Parties in responding to or defending against any breach of this Agreement, which fees shall be based upon the hourly fees that such principal normally charges in his/her principal occupation.

**I HAVE READ THIS RELEASE; UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM WAIVING LEGAL RIGHTS AND VOLUNTARILY DO SO.**

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Releasing Party Signature

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Email Address

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Printed Name

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Phone Number

**SIGNATURE FOR RELEASE BY MINOR:** The undersigned certifies that I am the legal parent/guardian of the minor identified below, and have the legal authority and power to execute this agreement on behalf of the minor.

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Name of Minor

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Parent Signature