

**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” or “Released Party”). 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 and horse-related activities addressed in this Agreement.

I, the Releasing Party, in consideration of Goshen permitting of 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, officers and land owners as well as all participants including myself 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 and legal representatives as I have voluntarily assumed the risk of the above 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 to myself and my property, including horse or horses, trailers, trucks or cars and any other property 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 that riding and 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 and (iii) harm that may result from negligence 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 VOLUNTARIY DO SO

<p><u>RELEASING PARTY</u></p> <p>_____ Signature</p> <p>_____ Print Name</p>	<p><u>SIGNATURE FOR RELEASE BY MINOR</u></p> <p>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.</p> <p>_____ Name of Minor</p> <p>_____ Signature of Parent or Guardian</p>
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