

ROMBOUT HUNT – ADULT RELEASE

THIS IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING IT YOU ARE RELEASING CLAIMS THAT AFFECT YOU AND YOUR FAMILY. YOU ARE ALSO AGREEING TO ENSURE ANYONE YOU BRING WITH YOU HAS SIGNED THIS AS WELL. IF YOU BREACH THIS AGREEMENT, YOU WILL BE RESPONSIBLE FOR COSTS, ATTORNEYS' FEES AND POSSIBLY DAMAGES AS WELL. IN SIGNING THIS DOCUMENT YOU ACKNOWLEDGE THAT YOU WERE NOT FORCED OR MISLED TO SIGN IT, THAT YOU HAD SUFFICIENT TIME TO CONSULT AN ATTORNEY BEFORE YOU SIGNED IT, OR THAT YOU INTENTIONALLY DECIDED NOT TO SEEK COUNSEL BEFORE SIGNING IT.

**Release and Waiver of Liability, Assumption of Risk
and Indemnification Agreement**

I am engaging in one or more of the following activities:

(a) Equestrian, hunting, riding, other sporting and related activities, including without limitation, riding, trail riding, fox hunting, showing, racing, hunter pace, eventing, roading, polo playing or watching, parties and gatherings, jumping, beagling and hiking, sometimes over rough, steep and dangerous terrain; or

(b) Any other kind of physical, recreational or other activity where I may exert myself in any degree, including merely walking, with or without animals.

All the preceding are defined as the "Activities".

I am engaging in one or more of the Activities with the Rombout Hunt, Inc., commonly referred to as Rombout Hunt ("RH"). RH, its officers, governors, directors, shareholders, partners, members, masters, guests, subscribers, participants, riders, agents, heirs, family members, assigns, managers, employees, representatives, invitees, lessees, licensees, affiliated persons or others acting on their behalf and all landowners where the Activities may take place, are collectively described as the "Released Parties", or individually as a "Released Party", and this document applies to all Released Parties and is executed and delivered for their protection.

Initial Here: _____ **ASSUMPTION OF RISKS.** Unless I have read, understood, signed and delivered the agreement, I know that I would not be permitted to engage in any of the Activities. I wish to participate in the Activities, although I know of the dangers associated with them, such as falling, being kicked, or having my horse kicked, slipping or other dangers and understand that they can lead to personal injuries or death and property damage. I understand that these are just some of the risks, and I agree to assume others that are not mentioned in this document. I am NOT relying on the Released Parties to list all possible risks related to the Activities in this document or any time. I understand that the risks and dangers inherent in the Activities can occur with or without negligence on the part of Released Parties, and I freely and voluntarily agree to assume these risks.

Initial Here: _____ **EXPRESS ASSUMPTION.** I accept and assume all of the risks for all the injuries, including death, to me or my property, including without limitation, my horse, dogs, other animals of mine, or any of my equipment, which may occur during the Activities. I know that the Activities are inherently dangerous and unpredictable.

Initial Here: _____ **RELEASE.** In exchange for being permitted to engage in the Activities, or to be upon a Released Party's property for any reason, I, for myself, my heirs, successors, assigns, guardians, and personal and legal representatives, fully and forever release and agree not to make or bring any claim of any kind against any of the Released Parties, and their respective heirs, successors, assigns, guardians, and personal and legal representatives for any injury, including death, to me, or any damages to my property, whether arising from anyone's negligence or not, or any other cause, arising out of my use of or being on the real property of any Released Party, or my participation in any of the Activities, with or without the Released Parties. I understand and agree that the terms of this document shall apply whether I am on the real property of a Released Party or not. The term "damages" means, for example, medical expenses, any and all claims or losses because of bodily injuries, mental/emotional injuries, or property damages, death, expenses, and/or personal property damages. The intent of this document is to release all claims, regardless of where they may have arisen or occurred, when they arise from the Activities.

Initial Here: _____ **INDEMNIFICATION.** To ensure that I do not sign this agreement then violate it or have it violated for me, I agree that if anyone makes any claims because of any injury to me or death, or for any damage to my property, I hereby indemnify and hold the Released Parties and their respective heirs, successors, assigns, guardians, and personal and legal representatives, harmless from and against all claims, costs, expense or loss, including, but not limited to, reasonable attorneys' fees and court costs.

Initial Here: _____ **SECURITY REQUIREMENT.** To further ensure that I do not sign this agreement then violate it or have it violated for me, I agree that as a condition precedent to the filing, commencement or assertion of any claim against a Released Party (including, but not limited to, an attorneys' letter to a Released Party or its insurance company), I, or my representative, must deposit with the Clerk of the Supreme Court, Dutchess County, New York, the sum of Fifty Thousand Dollars (\$50,000.00) in good funds, as security for the Released Parties, to enable them to recover their costs, expenses or losses, including, but not limited to, reasonable attorneys' fees and court costs, for any violation hereof. In the event this security is not so deposited prior to the assertion or commencement of any claim, I agree that the Released Parties shall be entitled to dismissal of any claim, with prejudice and with costs, for noncompliance with this condition precedent, and shall also be entitled to judgement for all claims, costs, expenses or losses, including, but not limited to, reasonable attorneys' fees and court costs. I recognize that this could be considered a harsh result, but freely agree to this entire document in order to participate in the Activities, and to ensure that this document can be practically enforced, rather than disregarded or avoided. I understand that, but for this agreement, I would never have participated in any of the Activities. I further understand that Fifty Thousand Dollars (\$50,000.00) is the required security hereunder, but may not be the extent of my liability and that if Fifty Thousand Dollars (\$50,000.00) is insufficient, I may be required to pay more.

Initial Here: _____ **INDEMNIFICATION FOR OTHERS.** Additionally, if I have brought anyone with me to participate in any of the Activities with any Released Party, I recognize and agree that it is my obligation to have such person execute a copy of this document and provide the original thereof to RH prior to the time such person engages in any of the Activities. If I fail to completely fulfill this obligation and such person asserts a claim against any Released Party, I hereby indemnify and hold the Released Parties and their respective heirs, successors, assigns, guardians, and personal and legal representatives, harmless from and against all claims, costs, expense or loss including, but not limited to, reasonable attorneys' fees and court costs which relate to such person and any claim they may assert.

Initial Here: _____ **OPPORTUNITY TO SEEK COUNSEL.** I represent and acknowledge that prior to signing this document I had the opportunity to seek counsel concerning its terms and effect. If I did not seek the advice of counsel, this was only because I chose not to.

Initial Here: _____ **FREE WILL.** I further represent that I have not been coerced, misled or forced into signing this agreement. I have read its terms, understand them, and freely make this agreement.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, guardians, and personal and legal representatives.

This agreement may not be amended or modified. It may be revoked, but only if the signor demands the original back from RH and the original is returned to the signor by RH. Upon the completion of those conditions, this agreement shall considered revoked. Otherwise, it shall remain in full force and effect. Upon such revocation, the signor shall have no authority to engage in any of the Activities with any of the Released Parties, and shall be considered a trespasser if the lands of any Released Party is entered.

In case any provision of this document should be held to be invalid, the remaining provisions shall remain effective. This agreement shall be construed and enforced pursuant to the laws of the State of New York. Any questions concerning this agreement's interpretation or enforcement shall be determined in the Supreme Court, Dutchess County, New York.

ALSO, I REPRESENT (please initial each box below):

- _____ I AM AT OR OVER 18 YEARS OF AGE;
- _____ I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS DOCUMENT;
- _____ I HAVE READ THIS ENTIRE DOCUMENT (ALL THREE PAGES), AND I FULLY UNDERSTAND IT;
- _____ I INTEND FOR THIS DOCUMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;
- _____ I AM AWARE THAT THIS DOCUMENT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS; AND
- _____ ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

DATED : _____

Signature of Adult

Printed name of participant

Witness to signature