

## **RELEASE AND WAIVER OF LIABILITY**

I request permission to participate in horseback riding, cross-country riding, foxhunting or any equestrian activity with the Keswick Hunt Club. I am fully aware of and understand that horseback riding, foxhunting, and riding to hounds (which includes jumping over fences, other obstacles, and traversing dangerous and rough terrain) are athletic events that are very dangerous activities that pose potentially serious risks of injury or death to their participants. I wish to participate in these activities knowing they are dangerous. I understand that my horse or I may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else because of the nature of the activity in which I am going to be engaged. I also understand that horses, even the most well trained ones, are often unpredictable and difficult to control. I accept and assume any and all the risks of injury (including death) to my property and me.

By signing this waiver, I accept notice of the provisions of Sections 3.2-6200 through 3.2-6203 and Section 29.1-5.09 of the Code of Virginia which state in part: that there are inherent risks in equine activities, including (i) the propensity of an equine to behave in dangerous ways which may result in injury to the participants; (ii) the inability to predict an equine's reaction to sound, movement, objects, persons, or animals; (iii) hazards of surface or subsurface conditions; and landowner liability.

With the knowledge of the foregoing as an inducement and in exchange for the Masters of Foxhounds, and the Keswick Hunt Club permitting me to participate in the above-described activities, I hereby agree to waive or release (give up) any and all rights and claims of any kind that I, my heirs, guardians, or legal representatives may have or may in the future have against Keswick Hunt Club or its Master of Foxhounds, officers, directors, Board of Governors, members, guests, employees, participants in club activities, or any landowners, landholders, their families, tenants, and employees, or other persons making property available for Keswick Hunt Club activities, for any damages or injury (including death) to me or any damage to my property whether from anyone's negligence or not, or any other cause, arising out of my participation in Keswick Hunt Club activities.

I further agree to indemnify and hold harmless Keswick Hunt Club and all of the aforementioned parties from any claims I might make or which others might make on my behalf, arising from any activity with the Keswick Hunt Club. Furthermore, I agree to indemnify and hold harmless Keswick Hunt Club and all the aforementioned parties for any injury, death, loss of or damage to any personal property which might occur from following the foxhunt on foot or by automobile or during a sporting event (including, but not limited to horse shows, point-to-point races, trail rides, etc.) or social functions sponsored by Keswick Hunt Club or held on its behalf or for its benefit whether such injury, death, loss, or damage occurs on the property of the Keswick Hunt Club or landowners, landholders, or other persons making property available for the Keswick Hunt Club. I agree to keep all those released by this agreement free of any damages or costs because of any claim caused by my actions which results in injury to me or others (including death) or any damage to any property.

I have carefully read this document, and I understand and agree that I am giving up (waiving or releasing) any right I have to sue or make a claim against the Keswick Hunt Club and the parties described in this waiver. It is my intent to give up these rights and provide this hold harmless agreement, and I do so knowingly and voluntarily. This waiver shall remain valid unless expressly revoked by the participant, in writing, with receipt acknowledged by the Keswick Hunt Club, its officers, and the Master of Foxhounds.

\_\_\_\_\_  
Signature Date \_\_\_\_\_

\_\_\_\_\_  
Print name