



The Waterloo Hunt, Inc

WAIVER, AGREEMENT AND LIABILITY RELEASE

For execution by adults on their own behalf and/or on behalf of their minor children

**PLEASE READ CAREFULLY BEFORE SIGNING
ASK QUESTIONS OF THE HUNT SECRETARY or MASTER**

I agree to the following agreement with THE WATERLOO HUNT, INC., d/b/a WATERLOO HUNT CLUB (hereafter referred to as "Hunt"), as a condition for its allowing me and persons identified below (if any) to enter its premises, fields, trails, land and facilities that Hunt owns in whole or in part, land owned by private or state landowners who have authorized the Hunt to ride on or cross, and public and private roadways and trails (this property will be referred to throughout this document as the "Hunt Property"), be near horses (these animals will hereafter be referred to as "equines") or dogs, attend or participate in rides, Hunter Trials, shows, trail rides, or foxhunts (whether organized or not) on, near, or off of the Hunt Property, and/or handle, ride, or be near equines at any time and at any location. (These activities will hereafter be referred to in this document as "The Activities.")

NAME OF RIDER/CONTRACTING PARTY: _____
(Printed)

NAMES OF ADDITIONAL CONTRACTING PARTY/IES IF ANY:

(Spouse or Parent 1):

(Printed)

(Parent 2):

(Printed)

ADDRESS/ES OF CONTRACTING PARTIES:

CONTACT PHONE:

[Home] _____ [Business] _____ [Cell/Other] _____

I also make this agreement on behalf of the following, who are my children or legal wards:

1. _____ DATE OF BIRTH _____

2. _____ DATE OF BIRTH _____

All parts of this agreement shall apply to me, and the children/legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this agreement.] This Waiver, Agreement, and Liability Release is intended to be valid and binding at all times, now and in the future, when Hunt permits me (directly or indirectly) to engage in any or all of The Activities at any location on, near, or off of the Hunt Property.

FOXHUNTING ACTIVITIES
IMPORTANT: For Parents of Participating Minors Only

The Hunt's policy is that all minors who take part in foxhunting activities must be directly supervised by his or her parent, grandparent, or legally-appointed guardian at all times while the activity is taking place.

I agree that my minor child/children identified above may take part in events and hunts organized in whole or in part by Hunt. As parent(s) and/or legally-appointed guardians, I/we agree to ride in the same field as/with our child and provide direct, on-site and continuous supervision of my/our child/children at all times before, during, and after the activity.

Alternatively, I/we agree that and specifically authorize a grandparent of my minor child, specifically _____ to ride in the same field with and provide direct supervision of the minor.

Signed: _____ Parent/guardian of child/children

Signed: _____ Parent/guardian of child/children

IT IS HEREBY AGREED AS FOLLOWS:

1. *Request* I have requested to engage in any or all of The Activities.
2. *General Equestrian Risks* I understand that anyone riding, handling, working with, or near a horse (these animals will hereafter be referred to as "equines") can suffer bodily or other injuries. Among other things, equines are unpredictable by nature and may react strongly to sounds, sudden movements and unfamiliar objects, persons or other animals. When frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. I know that equines can do any of these things at any time without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to those who are on, near, or around them. Further, I understand that riding, handling, working with, or even being near a horse/equine can expose me to numerous hazards, which could result in injury, harm, or death to persons on or around them. I further understand that riding cross country on horseback presents certain additional hazards such as surface or subsurface conditions (natural and man made) ; and/or collisions with other equines, animals, or objects.
3. *Risks of Foxhunting* I also understand that the sport of foxhunting brings additional unique risks that can include, but are not limited to: dog bites; dogs spooking horses; wild animals (such as deer, rodents and/or reptiles) that can spook, startle, trip, attack, or collide with horses, people, or animals; horses that act according to their herd instincts and follow others on the field or undergo

stress when other horses are not visible; rugged, unimproved, and/or uncultivated lands or areas (fields, forests, hills, streams, wetlands) where the hunt might take place; navigating on and around steep ravines, drops, and ditches; dense woodlands with little clearance between trees; low tree branches that can be encountered while traveling at high speeds; irregular footing; unstable footing; sudden stops and turns; jumping obstacles and conditions that are natural and/or constructed; land that is subject to constant change in condition according to weather, temperature, and natural or man-made changes in landscape.

I understand these risks and dangers that are inherent in horse/equine and foxhunting activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume other risks that are not mentioned above. I am not relying on anyone affiliated with Hunt to list all possible horse/equine or foxhunting-related risks for me in this document or at any other time, now or in the future.

INITIAL HERE: _____ **4. WAIVER AND LIABILITY RELEASE** As consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, and to the greatest extent allowed under Michigan law, I (on behalf of myself and my minor child/ren, if any) agree to assume full responsibility for any and all bodily injuries or damages which I/we may sustain at any time when engaging in The Activities and other activities. The term "damages," means, for example, medical expenses, expenses and losses incurred because of bodily injuries or property damages, and/or personal property damages. I, for myself and for my heirs, administrators, personal representatives or assigns, release and discharge The Waterloo Hunt, Inc., Waterloo Hunt Club, and their employees, agents, officers, directors, representatives, managers, masters, members, guests, insurers, assigns, volunteers, affiliated persons or entities, nearby landowners and landholders, and others acting on their behalf of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether they are known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained, or property damage which may occur at any time – now or in the future – as a result of engaging in any or all of The Activities at any location (except if such loss, injury, or damage is directly caused by Hunt's gross negligence or wanton and willful misconduct).

WARNING

Under the Michigan Equine Activity Liability Act [1994 P.A. 351], an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

INITIAL HERE: _____ **5. BROAD RELEASE** It is mutually understood and agreed that the waiver, agreement and liability release set forth in this document constitutes a waiver of liability beyond the provisions of the Michigan Equine Activity Liability Act, 1994 p.a. 351. By signing this Waiver, Agreement and Liability Release, I agree not to bring any claim or suit against the Waterloo Hunt, Inc., Waterloo Hunt Club, and their employees, agents, officers, directors, representatives, managers, masters, members, guests, insurers, assigns, volunteers, affiliated persons or entities, nearby landowners and landholders, and others acting on their behalf on the basis of any exception in that law. In particular, I agree not to bring a claim or suit for: (1) faulty tack or equipment; (2) failure to make reasonable and prudent efforts to determine an equine activity participant's ability to safely manage an equine; (3) a dangerous latent condition on, near, or off of the hunt property; and/or (4) any act or omission that may constitute ordinary negligence by hunt or those directly affiliated with hunt (except if loss, injury, or damage is directly caused by hunt's gross negligence or wanton and willful misconduct).

INITIAL HERE: _____ 6. **INDEMNIFICATION.** To the greatest extent allowed under Michigan law, I also agree to indemnify and hold harmless The Waterloo Hunt, Inc., Waterloo Hunt Club, and their employees, agents, officers, directors, representatives, managers, masters, members, guests, insurers, assigns, volunteers, affiliated persons or entities, nearby landowners and landholders, and others acting on their behalf against all demands, lawsuits, and/or damages which are claimed, sustained, or suffered by any persons who are on, near, or off of the Hunt Property. It is my intention to indemnify and protect Hunt from demands, lawsuits and/or damages that I may cause, directly or indirectly, while engaging in any or all of The Activities. The indemnification that I am providing to Hunt shall include reimbursement of Hunt's reasonable attorney fees.

7. **WAIVER AND LIABILITY RELEASE PERTAINING TO EQUINE(S).** With respect to each horse that I own, lease, ride, handle, use, or provide for any of The Activities (whether or not I am the one who is riding or handling the equine), I agree to release and discharge The Waterloo Hunt, Inc., Waterloo Hunt Club, and their employees, agents, officers, directors, representatives, managers, masters, members, guests, insurers, assigns, volunteers, affiliated persons or entities, nearby landowners and landholders, and others acting on their behalf, of and from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from ordinary negligence of Hunt or of others associated with Hunt. This waiver and liability release is intended to apply at all times before, during, or after The Activities take place at any location that may result in injury, loss, or damage to the horse(s) and that may accrue from any cause whatsoever, including accidents, illnesses, theft, running away, and/or injuries that may occur before, during, or after any of The Activities (except if the injury or damage was directly caused by Hunt's gross negligence or willful and wanton misconduct).

8. **EQUINES ON PREMISES** I represent that all horse(s) that I will or may bring to the Hunt Property are, to the best of my knowledge, information, and belief, free from transmittable illnesses or diseases and are current on standard equine inoculations.

9. **ATSM/SEI HEADEAR** I understand that Hunt requires me to wear, for my protection, properly fitted and secured ASTM-standard (F 1163)/SEI-certified protective equestrian headgear when riding, handling, or when near equines. **I am NOT relying on Hunt to provide a certified equestrian helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time – now or in the future.**

10. **EMERGENCIES** Person(s) to Contact in Case Emergency: _____

Phone Number(s): _____ Relationship: _____

11. **MISCELLANEOUS.** This Waiver, Agreement and Liability Release is governed by Michigan law and is intended to be as broad and inclusive as Michigan law permits. This document can only be modified in writing and signed by me and the President of The Waterloo Hunt, Inc. Should any clause conflict with the law, only that clause will be null and void and the rest of this document shall stay in full force and effect at all times. Should I breach this Waiver, Agreement, and Liability Release (or any part) I agree to pay the attorney's fees and court costs related to such breach incurred by Hunt and/or persons directly affiliated with Hunt. It is also mutually agreed that any disputes arising under this Waiver, Agreement and Liability Release, or any activities that are undertaken pursuant to it, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Jackson County, Michigan.

12. **ALSO, I REPRESENT (please check and initial each item following):**

_____ **I AM AT OR OVER 18 YEARS OF AGE;**

- _____ **I AM OF SOUND MIND, AND I AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;**
- _____ **I HAVE READ THIS ENTIRE WAIVER, AGREEMENT AND LIABILITY RELEASE (ALL THREE PAGES), AND I FULLY UNDERSTAND IT;**
- _____ **I INTEND FOR THIS WAIVER, AGREEMENT AND LIABILITY RELEASE TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE; AND**
- _____ **ALL OF THE INFORMATION I HAVE PROVIDED IN THIS WAIVER, AGREEMENT AND LIABILITY RELEASE IS TRUE AND ACCURATE.**

SIGNATURE OF RIDER/ CONTRACTING PARTY:

PRINT NAME HERE: _____ DATE : _____

SIGNATURE/S OF ADDITIONAL CONTRACTING PARTIES (Spouse or Parent 1)

PRINT NAME HERE: _____ DATE : _____

SIGNATURE/S OF ADDITIONAL CONTRACTING PARTIES (Parent 2)

PRINT NAME HERE: _____ DATE : _____

SIGNATURE OF WATERLOO HUNT REPRESENTATIVE:

_____ DATE : _____

Approved, Board of Directors, Waterloo Hunt
February 2009