

OLD CHATHAM HUNT CLUB, INC.

Old Chatham, NY 12136

**RELEASE AND WAIVER OF LIABILITY**

I, \_\_\_\_\_, as a member and / or guest and / or parent / guardian of a child who may participate in activities of the *Old Chatham Hunt Club, Inc. (OCHC)* am aware and recognize that the *OCHC* is primarily a sports club whose activities include, but are not limited to, horseback riding, hunting, hunter trial riding, foot beagling, trap shooting, tennis, cross country skiing, social activities, and any such other activities as may be approved by the Board of the *OCHC*. I understand that these activities are athletic in nature, which may post potential serious risk of injury to those who may participate. I understand that my horse, other property, child, invitee, or myself may be injured and/or damaged as a result of my negligence, the negligence of others, or through no fault of myself or anyone else because of the very nature of the activity in which I or they may participate and / or be involved. I understand that horses and dogs, even the most well trained, are often unpredictable and often difficult to control.

Further, realizing that landowners and / or the owners of private tennis courts, trap shooting ranges, and other property permit the *OCHC* to use their land or other property as a favor to the *OCHC*, I agree that I assume all risks in using the land and / or such other property and accept the same in the condition it is in when offered to the *OCHC*. I will not look to a landowner or such other property owner for recovery while on and / or using his / her land or other such property during or as a concomitant to *OCHC* activities.

With knowledge of the foregoing, I voluntarily and expressly assume all risks and dangers of such involvement for myself and / or my children. And, as an inducement to the Joint Masters of the *OCHC* to permit me and / or my child and / or my invitee to participate in the activities of the *OCHC*, I HEREBY AGREE TO WAIVE AND RELEASE (GIVE UP) ANY AND ALL RIGHTS THAT I, OR MY HEIRS, MAY HAVE TO MAKE A CLAIM AGAINST THE *OCHC*, JOINT MASTERS, THE STAFF, OR ANY OF THE MEMBERS OR PARTICIPANTS IN SUCH ACTIVITIES ARISING FROM ANY DAMAGES, INJURY, OR DEATH WHICH I OR MY CHILD MIGHT SUSTAIN OR WHICH MIGHT OCCUR TO ANY HORSE I AM RIDING OR ANY PROPERTY I OWN OR HAVE IN MY CUSTODY AS A RESULT OF MY PARTICIPATION OR ANYONE FOR WHOM I AM RESPONSIBLE OR WHO PARTICIPATES IN SUCH ACTIVITIES AS MY GUEST / INVITEE.

I further authorize the provision of any emergency medical care which may be necessary to myself and / or my child while participating in or as a result of any *OCHC* activities.

By signing this release and waiver, I UNDERSTAND THAT I AM GIVING UP (waiving and / or releasing) ANY RIGHT I HAVE OR MAY HAVE TO SUE OR TO MAKE ANY CLAIM which I and / or my child and / or any person for whom I may be responsible might have or might subsequently arise, occur, or accrue to such persons against the *OCHC*, the members and / or participants and / or the landowners and / or other property owners and / or lessees, whose facilities are used in the course of *OCHC* activities in respect to any injuries or damages I, my child and / or invitee might sustain and that I am indemnifying (holding harmless) the *OCHC* for injuring anyone else and / or damaging any of such persons' property while engaged in any of the activities of the *OCHC*. IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND TO HOLD HARMLESS ALL OF THE AFOREMENTIONED PARTIES, and I do so knowingly and voluntarily.

\_\_\_\_\_  
Date SUBSCRIBER and / or APPLICANT and / or PARTICIPANT

\_\_\_\_\_  
Telephone Mailing address

\_\_\_\_\_  
Cell phone E-mail address

\_\_\_\_\_  
Emergency contact – name and phone