

## METAMORA HUNT - RELEASE AND HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_ (Participant's Name) am  18+ years  <18 years and HEREBY AGREE THAT:

- 1. MEMBER/GUEST STATUS.** I DESIRE to become a member or guest of the Metamora Hunt ("HUNT") and, as a condition of my membership in the HUNT or of guest privileges with the HUNT, I am signing this RELEASE and HOLD HARMLESS AGREEMENT.
- 2. ASSUMPTION OF RISK.** I UNDERSTAND that fox hunting, horseback riding, and other activities of the HUNT are inherently dangerous and involve the RISK OF SERIOUS BODILY INJURY OR DEATH, and I appreciate those risks and VOLUNTARILY ASSUME them because I CHOOSE TO DO SO. I HEREBY VOLUNTARILY AGREE TO ASSUME ANY AND ALL RISKS in connection with my participation in the fox hunting, horseback riding and other related activities of the HUNT; both in the Metamora Hunt Country and elsewhere in return for the right to participate in those activities as a member or guest of the HUNT.
- 3. RELEASE, COVENANT NOT TO SUE.** I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the HUNT, its Masters, Huntsman, Staff, officers, directors, representatives, managers, agents, employees, lessees, members, guests, participants, insurers, horse owners, horse riders, any Good Samaritan and IN ADDITION, the owners of land upon which I may ride or participate in HUNT related activities from time to time (all, including such land owners, hereinafter collectively referred to as ("RELEASEES") from or for ANY AND ALL CLAIMS, LOSS, ACTIONS, OMISSIONS, CAUSES OF ACTION, DAMAGE AND/OR LIABILITY with respect to the UNDERSIGNED resulting from or arising out of HUNT related activities, including but not limited to foxhunting, horse showing, hunter paces, trail riding, horse or barn-related activities, in consideration for the right to participate in those activities.
- 4. INDEMNIFICATION.** I HEREBY COVENANT AND AGREE to hold RELEASEES HARMLESS FROM AND TO INDEMNIFY RELEASEES FROM AND AGAINST ANY CLAIM, LOSS, LIABILITY, JUDGMENT OR EXPENSE, including attorney's fees and costs of litigation RELEASEES may incur arising out of my HUNT, foxhunting, trail, horse or barn related activities.
- 5. PERSONAL SAFETY.** I UNDERSTAND THAT I AM RESPONSIBLE for my own safety and the safety of my horse(s) when I participate in HUNT related activities and in cross country riding. I understand and acknowledge that the HUNT recommends wearing properly fitted and safe and secured tack and ASTM-standard/SEI-certified equestrian protective head-gear when horseback riding or when near horses in order to prevent or reduce the risk and severity of some head injuries as a result of a fall or other occurrence.
- 6. EQUINE ACTIVITY LIABILITY AND RELATED LAWS.** I UNDERSTAND under Michigan Equine Activity Act (1994 P.A. 351) that:  

"AN EQUINE PROFESSIONAL (AS DEFINED IN THE ACT) IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OR A PARTICIPANT IN AN EQUINE ACTIVITY RESULTING FROM AN INHERENT RISK OF THE EQUINE ACTIVITY."

I FURTHER UNDERSTAND and agree that this AGREEMENT AND RELEASE and the release of liability provisions contained herein shall constitute a WAIVER OF LIABILITY FOR INJURY TO OR DEATH OF A PARTICIPANT (as defined in the Act) in addition to and not in exclusion of the provisions of the Michigan Equine Activity Act, 1994 P.A. 351 and the Michigan Natural Resources and Environmental Protection Act 451 of 1994, Section 73301. I acknowledge that any waiver made on behalf of my minor child is a valid waiver as provided under M.C.L. 700.5109
- 7. REPRESENTATION.** I VERIFY that no representations or inducements have been made to me to sign this RELEASE AND HOLD HARMLESS AGREEMENT. I further expressly agree that this RELEASE AND HOLD HARMLESS AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the state in which I participate in HUNT, horseback riding and related activities and that if any portion thereof is held invalid, it is agreed that the remainder of the agreement shall, notwithstanding, continue in full legal force and effect.
- 8. AGE OF MAJORITY.** I REPRESENT and WARRANT to the METAMORA HUNT that I am over the age of (18) years and that, unless otherwise indicated below, no parental or guardian consent is required for the effectiveness or binding nature of this Agreement and that this Agreement shall be binding upon the UNDERSIGNED, my personal representatives, assign, heirs, next of kin or anyone claiming by or through the UNDERSIGNED and/or any of them.
- 9. MEDICAL EMERGENCY.** In the event of a medical emergency, I hereby AUTHORIZE any member of the HUNT to provide me with first aid care and, in the event I am unable to do so, I also authorize any MEMBER of the HUNT to make arrangements, at my sole risk, cost and expense, for emergency transportation and medical treatment and for all purposes of this RELEASE and HOLD HARMLESS AGREEMENT, such MEMBER shall be deemed to be a "Good Samaritan" under the provisions hereof.

Print Name of Participant: \_\_\_\_\_

e-mail: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone \_\_\_\_\_ Date: \_\_\_\_\_

Signing on behalf of:  Self  Minor child or ward – relationship to minor: \_\_\_\_\_

Signature: \_\_\_\_\_