

RELEASE AGREEMENT AND WAIVER OF LIABILITY FOR ADULT RIDER

I request permission to participate in foxhunting, hunter pace riding, hunter trials, horse shows, horseback riding and other horse-related events and/or activities sponsored and/or conducted by the **SMITHTOWN HUNT, INC.** In this regard, I warrant and represent that I am a capable rider who is able to safely participate in these activities.

I fully understand and accept that foxhunting, hunter pace riding, horse shows, horseback riding and any other horse-related events and/or activities involves riding over fences, other obstacles and dangerous and rough terrain, all of which are very dangerous activities. In addition, I understand and accept that even when not riding, but standing on the ground near horses can pose a danger to my life and/or property. I furthermore understand and accept Smithtown Hunt shares the land over which they ride with bow and gun hunters during the archery and firearm hunting season, which poses a severe risk of my being injured and/or killed by these other hunters. Nevertheless and in spite of these risks and dangers, I wish to participate in these activities knowing that they are dangerous. I accept and assume all the risks of injury, including death, to myself and to my property or property within my care/custody.

In exchange for being permitted to participate in these activities, for myself, my heirs, distributees, guardians, legal representatives, administrators and/or executors, I release and agree not to make or bring any claim of any kind against **SMITHTOWN HUNT, INC.** or its Masters, officers, directors, members, employees or guests or against any land owner(s), landholder(s) or other persons making property available for **SMITHTOWN HUNT, INC.**, for any injury (including death) to me or for any damage to my property or property within my care/custody whether from anyone's negligence or not, or any other cause, arising out of my participation in these dangerous foxhunting, hunter pace riding, horse shows, horseback riding and other horse-related events and/or activities; and I also agree that if anyone makes any claims because of any injury to me, including my death, or for any damage to my property or to property within my care/custody, I will keep free and hold harmless all those released by this Release Agreement from any and all damages or costs, including legal fees and expenses, because of those claims.

I further represent and warrant that there is presently in existence a medical/hospital policy of insurance, that is in full force and effect, which shall cover any and all medical/hospital costs/fees incurred for treatment related to my injuries sustained in my participation in these activities. Should there be any change or lapse in such medical/hospital policy of insurance, I represent and warrant that I will immediately notify **SMITHTOWN HUNT, INC.** of the same in writing and mailing the same, via certified mail, return receipt requested, to Smithtown Hunt, Inc., c/o Doniger & Engstrand, LLP, 12 Bayview Avenue, Northport, NY 11768. In no event, shall **SMITHTOWN HUNT, INC.** be liable for any medical/hospital costs/fees associated with treatment for injuries which may be sustained by me in my participation in these activities. I also agree that this Release Agreement shall be so construed to include medical/hospital costs/fees as damages released hereunder and covered by my agreement to keep free and hold harmless all those released by this Release Agreement from any and all damages or costs, including legal fees and expenses, because of any claim(s) which may be made by anyone to recover such medical/hospital costs/fees.

I furthermore represent and warrant that it is my sole responsibility to insure that I am wearing a safety helmet meeting ASTM safety standards at all times while on horseback during these activities. Moreover, I understand and accept that the choice is always mine whether I wish to participate in any of the above-mentioned equestrian activities, including foxhunting during bow and gun hunting season. If I do so chose to participate in any of the above-mentioned equestrian activities, including foxhunting during bow and gun hunting season, I acknowledge and understand that Smithtown Hunt, Inc. encourages and permits me to wear a high visibility blaze orange safety vest over the front, back and sides of my normal hunt attire during bow and gun hunting season. Whether I choose to wear a high visibility blaze orange safety vest, is my sole responsibility and choice.

By signing this Release Agreement and Waiver of Liability, I agree that I have read and understood the terms so contained herein and agreed to be bound by the same.

Dated: _____, 20__

Signature

Print Name

MINOR CHILD RELEASE AGREEMENT AND WAIVER OF LIABILITY

I request permission for my minor child, named below, to participate in foxhunting, hunter pace riding, hunter trials, horse shows, horseback riding and other horse-related events and/or activities sponsored and/or conducted by the **SMITHTOWN HUNT, INC.** In this regard, I warrant and represent that my child is a capable rider who is able to safely participate in these activities.

I fully understand and accept that foxhunting, hunter pace riding, horse shows, horseback riding and any other horse-related events and/or activities involves riding over fences, other obstacles and dangerous and rough terrain, all of which are very dangerous activities. In addition, I understand and accept that even when not riding, but standing on the ground near horses can pose a danger to my child's life and/or property. I furthermore understand and accept Smithtown Hunt shares the land over which they ride with bow and gun hunters during the archery and firearm hunting season, which poses a severe risk of my child being injured and/or killed by these other hunters. Nevertheless and in spite of these risks and dangers, I wish to allow my child to participate in these activities knowing that they are dangerous. I accept and assume all the risks of injury, including death, to my child and to my and/or my child's property or property within my and/or my child's care/custody.

In exchange for my child being permitted to participate in these activities, for my child, myself, my child's heirs, distributees, guardians, legal representatives, administrators and/or executors, I release and agree not to make or bring any claim of any kind against **SMITHTOWN HUNT, INC.** or its Masters, officers, directors, members, employees or guests or against any land owner(s), landholder(s) or other persons making property available for **SMITHTOWN HUNT, INC.**, for any injury (including death) to my child or for any damage to my and/or my child's property or property within my and/or my child's care/custody whether from anyone's negligence or not, or any other cause, arising out of my participation in these dangerous foxhunting, hunter pace riding, horse shows, horseback riding and other horse-related events and/or activities; and I also agree that if anyone makes any claims because of any injury to my child, including my child's death, or for any damage to my and/or my child's property or to property within my and/or my child's care/custody, I will keep free and hold harmless all those released by this Release Agreement from any and all damages or costs, including legal fees and expenses, because of those claims.

I further represent and warrant that there is presently in existence a medical/hospital policy of insurance, that is in full force and effect, which shall cover any and all medical/hospital costs/fees incurred for treatment related to my child's injuries sustained as a result of his/her participation in these activities. Should there be any change or lapse in such medical/hospital policy of insurance, I represent and warrant that I will immediately notify **SMITHTOWN HUNT, INC.** of the same in writing and mailing the same, via certified mail, return receipt requested, to Smithtown Hunt, Inc., c/o Doniger & Engstrand, LLP, 12 Bayview Avenue, Northport, NY 11768. In no event, shall **SMITHTOWN HUNT, INC.** be liable for any medical/hospital costs/fees associated with treatment for injuries which may be sustained by my child as a result of his/her participation in these activities. I also agree that this Release Agreement shall be so construed to include medical/hospital costs/fees as damages released hereunder and covered by my agreement to keep free and hold harmless all those released by this Release Agreement from any and all damages or costs, including legal fees and expenses, because of any claim(s) which may be made by anyone to recover such medical/hospital costs/fees.

I furthermore represent and warrant that it is my sole responsibility to insure that my child wears an approved safety helmet meeting ASTM safety standards, which is my sole responsibility to provide, at all times while on horseback during these activities. Moreover, I understand and accept that the choice is always mine whether I wish to allow my child to participate in any of the above-mentioned equestrian activities, including foxhunting during bow and gun hunting season. If I do so chose to allow my child to participate in any of the above-mentioned equestrian activities, including foxhunting during bow and gun hunting season, I acknowledge and understand that Smithtown Hunt, Inc. encourages and permits my child to wear a high visibility blaze orange safety vest over the front, back and sides of my normal hunt attire during bow and gun hunting season, which shall be my sole responsibility to provide. Whether I wish to have my child wear a high visibility blaze orange safety vest shall be my sole responsibility and choice.

By signing this Release Agreement and Waiver of Liability, I agree that I have read and understood the terms so contained herein and agreed to be bound by the same.

Dated: _____, 20__

Parent/Legal Guardian's Signature

And print name _____

Print Child's Name

CONSENT TO USE NAME, PORTRAIT AND/OR PICTURE

I, _____, hereby consent and permit
Smithtown Hunt, Inc. and/or any of its representatives to use my and/or
my minor child's name, portrait and/or picture for advertising, commercial
and/or trade purposes, pursuant to sections 50 and 51 of the New York
Civil Rights Law without charge. This consent is of unlimited duration.

Dated: _____, 20__

(print adult's name and, if applicable, child's name)