

RELEASE AND WAIVER OF LIABILITY FOR A MINOR CHILD

I am the parent or legal guardian of the minor child named below (herein referred to as "my child") and on my child's behalf and my behalf and on behalf of all other parents or guardians of my child, I hereby request permission for my child to participate in horseback riding, cross-country riding, and foxhunting with the Keswick Hunt Club. I agree that my child will follow the directions of the Masters of Foxhounds of Keswick Hunt Club and/or their designated Field Masters and will be asked to dismount or be dismissed if my child fails to follow those directions. I agree and understand that this Agreement shall apply to all equine activities in which my child is involved.

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 have my child participate in these activities knowing they are dangerous. I understand that my child's horse or my child may be injured or die as a result of my negligence, the negligence of others, or through no fault of anyone because of the nature of the activity in which my child is 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 child and my property. I assume responsibility for all equipment and/or tack for my child and the horse my child is going to ride & handle and, furthermore, I agree not to request equipment and/or tack from KHC Masters, KHC Staff, KHC Board of Directors (individually or collectively) and any KHC equine activity sponsor.

I acknowledge and agree that the I have been advised that my child wear protective headgear which meets or exceeds the quality standards of the SEI Certified/ASTM Standard F 1163 equestrian helmet at all times while riding in Keswick Hunt Club activities. I understand that wearing of such headgear while mounting, riding, dismounting, or otherwise being around horses may prevent or reduce the severity of some head injuries; however, I acknowledge and agree that wearing a helmet may not prevent injuries or death in all circumstances.

I agree to maintain all medical and health insurance needed to cover all risks to my child for any injury sustained due to all equine and hound, and other activities involving Keswick Hunt Club, its Landowners, and all others included in this waiver of liability.

I acknowledge and recognize that hounds (dogs) are an integral part of fox hunting and that there are risks and dangers that exist when hounds (dogs), horses and humans interact. Hounds (dogs), similar to horses, are unpredictable and may react to acts and conduct of other individuals or animals. I further acknowledge and recognize that there are risks associated with participating in horse related activities in the presence of hounds (dogs) that may be unknown or unanticipated.

By signing this waiver, I accept notice of the provisions of Sections 3.2-6200 through 3.2-6203 and Section 29.1-509 of the Code of Virginia which state in part: that there are intrinsic dangers 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 my child 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 child, 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 my child or any damage to my

RELEASE AND WAIVER OF LIABILITY FOR A MINOR CHILD

property whether from anyone's negligence or not, or any other cause, arising out of my child's 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 my child or I might make or which others might make on my child's 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 child's actions which results in injury to me, my child, 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, my child, or anyone representing the interests of my child 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. The attached addendum regarding my child's riding ability will be completed prior to any activities my child participates at Keswick Hunt Club's activities.

I further authorize any emergency medical care that is deemed necessary for my child should I not be in attendance at any of the horse activities, as noted in this release, in which my child is participating. I represent and warrant that I have the authority to give this release. This waiver shall remain valid unless expressly revoked by a parent or guardian of my child, in writing, with receipt acknowledged by the Keswick Hunt Club, its officers, and the Master of Foxhounds.

Signature of Parent or Guardian _____ **Print Name** _____
Child's Name _____ **Date** _____
Street Address: _____
City, State & Zip: _____
Phone: _____ **Email:** _____
Emergency Contact: _____ **Phone:** _____

THIS ADDENDUM MUST BE COMPLETED PRIOR TO A MINOR BEING ALLOWED TO FOX HUNT OR PARTICIPATE IN OTHER RIDING ACTIVITIES SPONSORED BY KESWICK HUNT CLUB.

Your child's Riding Level needs to be determined. Please check all that apply. Also, once we see your child ride, or have their trainer's evaluation of their riding ability, we will decide in which flight he/she should ride while fox hunting:

1. Can walk/trot/canter independently.
2. Can maintain control of their pony/horse while riding in a group of riders who are on ponies/horses.
3. Can ride on uneven ground to include going up and down hills at a trot or canter.
4. Can jump, in control, logs that may exceed 2' tall.
5. Can jump, in control, an obstacle such as a coop or 3 bar jump that may exceed 3' in height.