



# Muttontown Horsemen's Association

## RELEASE AND WAIVER OF LIABILITY

I am aware and acknowledge that horseback riding, pacing, showing, competing, and racing, including riding over fences, and other obstacles, or riding over natural, steep, and/or rough terrain, including riding over the trails and jumps within Nassau County & in the Muttontown Preserve, The Muttontown Horsemen's Association or of any person, organization, club or entity associated therewith and participating in any other activities arising out of or related thereto, (collectively "Equestrian Activities") are inherently dangerous, hazardous, and unpredictable activities. I understand that my horse or I or others may be injured or die because of acts or omissions, including but not limited to, my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of Equestrian Activities. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF LOSS, DAMAGE, PERSONAL INJURY, OR DEATH THAT I OR MY PROPERTY MAY SUSTAIN IN CONNECTION WITH ANY EQUESTRIAN ACTIVITIES.

With knowledge of the foregoing and as an inducement for Muttontown Horsemen's Association, Muttontown Preserve and Nassau County to allow me to engage in Equestrian Activities, and for other good and valuable consideration, I hereby release Muttontown Preserve, Nassau County & Muttontown Horsemen's Association and all of its officers, directors, members, guests, subscribers, participants, riders, agents, employees, invitees, lessees, licensees, landowners and occupants of the land on which Equestrian Activities take place, (collectively the "Released Parties") from any and all liabilities, claims, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury, including death, that may be sustained by me, my horse, or any other property whatsoever, while engaged in any of the Equestrian Activities or any other activity sponsored by or affiliated with Nassau County, Muttontown Preserve & Muttontown Horsemen's Association or related to Equestrian Activities, including social functions such as parties, puppy shows, hound shows, horse trials, or polo matches. This Release includes but is not limited to losses, damage, injuries, claims, or liabilities caused by acts or omissions, including, but not limited to, the passive or active negligence of the Released Parties, or hidden, latent or obvious defects in the equipment, premises, or facilities used, or arising out of any emergency, ambulance or equivalent service and medical or paramedical attention or the failure to provide therefore in connection with the Equestrian Activities.

I hereby indemnify and hold harmless the Released Parties from and against any and all losses, damages, claims, and expenses, including reasonable attorney's fees, which result from any claims which are made by me or made by any other party, arising out of or in any way related to my participation in the Equestrian Activities.

I further indemnify and agree to hold the Released Parties harmless of and from any losses, claims, demands, costs or expenses, including reasonable attorney's fees, arising from any claim asserted by any third parties in relation to the costs of any care, treatment or services rendered to me or my property while I am engaged in, or arising from my engaging in, any of the Equestrian Activities or other activities embraced by this Release. This language is intended to ensure that the Released Parties are not required to pay for any damages, care, treatment, or services rendered to me or my property.



I represent that I am knowledgeable about all applicable COVID-19 restrictions issued by the State of New York and agree to always abide by such restrictions. I hereby indemnify and release the Released Parties for any illness, injury, damage, or death resulting from my failure to abide by such restrictions, or the failure of any other person to abide by such restrictions. I hereby release and agree to indemnify the Released Parties as against any expense, liability, claim, demand actions damage, or injury sustained if I should contract COVID-19 while participating in any Equestrian Activities.

This Release shall be binding upon my heirs, assigns, next of kin, guardians, legal representatives, personal representatives, executors, and administrators.

In case any provision of this Release and Waiver of Liability should be held to be invalid under/or contrary to, the laws of any country or state having jurisdiction, such invalidity or illegality will have no effect on any of the other provisions of this Release and Waiver of Liability, all of which continue to be effective.

This Release shall remain valid unless expressly revoked in writing by me, with receipt acknowledged by Muttontown Horsemen's Association.

In submitting this Release, I hereby acknowledge that I have read the Release completely, understand it, am submitting it voluntarily, and I am over 18 years of age and of sound mind.

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Participant Email

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

**MINOR PARTICIPATION—Guardian/Custodian Authorization**

**In submitting this Release, I (parent/guardian) hereby acknowledge that I have read the Release completely, I understand it, and I am submitting it voluntarily, and I am over 18 of age and of sound mind.**

\_\_\_\_\_  
Guardian/Custodian Full Name

\_\_\_\_\_  
Guardian/Custodian Signature

\_\_\_\_\_  
Guardian/Custodian Telephone No.

\_\_\_\_\_  
Guardian/Custodian Email

\_\_\_\_\_  
Date