



# Norfolk Hunt Club

## Release and Waiver of Liability

**Participation:** I request permission (1) to participate or continue to participate in horseback riding, foxhunting, and other equestrian activities, with the Norfolk Hunt Club at its organized events and (2) to horseback ride or continue to horseback ride or engage in other equestrian activities on property owned or managed by, or otherwise made available to, the Club.

**Assumption of Risks:** I fully understand that foxhunting (which includes riding and jumping over fences, other obstacles, and steep and rough terrain), eventing, polo, and other equestrian activities are very dangerous. I accept and assume all the risks of injury (including death) to me or my property arising from my riding activities. I further understand I am required to wear an ASTM/SEI certified helmet with harness fastened at all times when mounted on a horse.

**Release of Liability:** In exchange for being permitted to participate in these activities, for myself, my spouse, my heirs, guardians, and legal representatives, I release and agree not to make or bring any claim of any kind against the Norfolk Hunt Club, or its Masters, professional staff, officers, directors, members, employees, sponsors, volunteers, or guests, any land owners or other persons making property available to the Norfolk Hunt Club or to me, including the Wardner Farm Trust, for any injury (including death), to me or any damage to my property whether from anyone's negligence or not, including from any failure to enforce rules or protocols, or any other cause, arising out of my participation in these dangerous horseback riding, foxhunting or related activities both (1) in the past and (2) in the future; and I also agree if anyone makes any claims because of any prior or future injury to me (including death), or for any prior or future damage to my property, I will keep all those released by this agreement free of any damages or costs because of those claims.

**Photos:** I authorize the Norfolk Hunt Club to use photos, and or other likeness of myself and/or my child or the child for whom I have legal guardianship for any promotional materials regarding the Norfolk Hunt Club's programs, facilities, events or services. Such likeness will not be sold to other parties, except in Club calendars and greeting cards. Promotional materials bearing these likenesses may be distributed for free to the public and posted on the Norfolk Hunt Club website. The Norfolk Hunt Club reserves the right to use any photo or likeness for a time period beginning when this form is signed and ending upon written request of participant, parent or legal guardian.

**Instructions and Authorization:** The participant agrees to follow the instructions of the Norfolk Hunt Club, its Masters and Professional Staff, officers, employees, volunteers, and landowners, at all times and not to undertake any activity which the Norfolk Hunt Club has not specifically authorized.

**Consent to Emergency Medical Care:** In case of injury to the Participant while participating in Norfolk Hunt Club activities, the Participant hereby authorizes the Norfolk Hunt Club and any Masters, professional staff, officers, directors, members, employees, sponsors, volunteers, guests or any land owners or other persons making property available to the Norfolk Hunt Club to seek medical care and attention for him or her, including but not limited to arranging for an ambulance to take the Participant to a medical care facility and consenting to treatment, medication and or surgery for the Participant. The Participant acknowledges that he or she shall be solely responsible for the payment of any medical costs and expenses incurred on behalf of the Participant and hereby indemnifies and agrees to hold harmless the Norfolk Hunt Club for any costs incurred by it on behalf of the Participant.

**Emergency Veterinary Care:** In the event of any injury to the horse owned or ridden by the Participant while participating in Club events, the Participant hereby authorizes the Norfolk Hunt Club, its Masters, professional staff, officers, directors, members, employees, sponsors, volunteers, guests or any land owners or other persons making property available to the Norfolk Hunt Club, should the Participant be unable to provide direction, to undertake emergency veterinary care it may deem necessary or advisable under the circumstances, including but not limited to providing first aid, contacting a veterinarian consenting to medication, or any other recommended procedure.

The Participant hereby acknowledges that he or she shall be solely responsible for the costs of any such care. The Participant hereby releases the Norfolk Hunt Club from and against any and all liability for any injury or damage to the Participant's horse caused by the Norfolk Hunt Club's failure to take any action or election to pursue any course of action which the Norfolk Hunt Club deemed reasonable under the circumstances given the facts known to it at the time such decisions were made.

**UNDER MASSACHUSETTS LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO SECTION 2D OF CHAPTER 128 OF THE GENERAL LAWS**

**Massachusetts Contract:** This Agreement is a Massachusetts contract and shall be interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles.

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

Print Name: \_\_\_\_\_

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

Signature of Parent/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

Town: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

Please check here if you would like to receive emails regarding the Norfolk Hunt Club activities and events.

Please scan the signed waiver and e-mail the PDF to: [NHCwaivers@gmail.com](mailto:NHCwaivers@gmail.com)

or mail to: Field Secretary  
Norfolk Hunt Club  
P.O. Box 242  
Dover, MA 02030

Thank you.