

NORFOLK HUNT CLUB

ASSUMPTION OF RISK / RELEASE & INDEMNIFICATION OF ALL CLAIMS / COVENANT NOT TO SUE

1. In consideration of my participation in the Norfolk Hunt Club Fox Hunt at the Cummings School of Veterinary Medicine at Tufts University on October 11, 2014 and all related activities, including any activities incidental to such participation, which may include, but are not limited to, riding or jumping horses and interacting with horses and dogs (the "Activity"), I, to the fullest extent permitted by law, hereby agree to forever release and on behalf of myself, my spouse, child, heirs, representatives, executors, administrators and assigns, **HEREBY DO FOREVER RELEASE, WAIVE, and DISCHARGE Tufts University**, its trustees, directors, officers, employees, agents, students, assigns, advisors and volunteers (herein collectively referred to as the "Releasees") from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators and assigns may now have or have in the future against the Releasees on account of personal injury, bodily injury, property damage, property loss (due to theft or otherwise), injury to my horse or dog, death or accident of any kind, arising out of or in any way related to my participation in the Activity howsoever the injury is caused, whether by the negligence of the Releasees, other participants in the Activity or otherwise.

2. In consideration of my participation in the Activity, I COVENANT NOT TO SUE and agree to INDEMNIFY AND HOLD HARMLESS the Releasees from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my participation in the Activity and my use of facilities, equipment, or services in association with the Activity.

3. In all activities, all participants share in the responsibility for their own safety. Despite precautions, accidents and injuries can occur. I understand that participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. **THESE RISKS, HAZARDS, AND DANGERS MAY INCLUDE, BUT ARE NOT LIMITED TO, RIDING A HORSE IN AN AREA THAT IS NOT MAINTAINED FOR HORSE RIDING AND WHERE BUILDINGS, PEDESTRIANS AND MOVING/STATIONARY AUTOMOBILES ARE PRESENT, RIDING A HORSE IN AN AREA THAT HAS MARKED OR UNMARKED MAN-MADE AND NATURAL HAZARDS, HAZARDOUS AND UNPREDICTABLE ANIMAL BEHAVIOR, DISEASES THAT ARE CARRIED BY ANIMALS; MISJUDGMENTS MADE BY PARTICIPANTS, THEIR ANIMALS OR OTHERS; THE POTENTIAL THAT THE PARTICIPANT OR OTHERS (E.G. CO-PARTICIPANT, DRIVER, MEDICAL AND RESCUE PERSONNEL) MAY ACT CARELESSLY OR RECKLESSLY.** I further understand that participating in the Activity is an acceptance of all such risks of injury, damage or disease, whether known or unknown. I, therefore, understand that I will be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while participating in the Activity and my use of facilities, equipment, or services in association with the Activity.

4. I acknowledge working with animals and participating in a hunt may result in physically strenuous activities. I take responsibility for having appropriate skills and physical conditioning for the Activities. I know of no medical reason why I should not participate. I understand any circumstance arising from my participation in this Activity or any event related to that participation may not be covered by insurance maintained by Tufts. I have medical insurance and will pay my own medical and emergency expenses in the event of accident, illness or other incapacity.

5. It is my express intent that this Agreement shall bind me, my spouse, child, heirs, representatives, executors, administrators and assigns. This agreement shall be construed and enforced by the laws of The Commonwealth of Massachusetts.

6. **I acknowledge and represent that I have read the foregoing Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.**

Name: _____

—

Address: _____

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Phone
Number: _____

Emergency Contact Name and
Number: _____

Signature _____

Date: _____

If the participant named above is under 18 years of age, the undersigned parent or guardian has also agreed to the foregoing.

Name

Signature

Date
