

AGREEMENT FOR WAIVER AND RELEASE OF LIABILITY
ASSUMPTION OF RISK AND HOLD HARMLESS
2024-2025 Season



I request permission to participate in cross-country riding, foxhunting or any activity with the Santa Ynez Valley Hounds (SYVH). For and in consideration of the Santa Ynez Valley Hounds allowing me to participate in any capacity including but not limited to horseback riding, foxhunting and related or incidental activities and SYVH events; I, for myself and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the “**Agreement**”):

ACKNOWLEDGEMENT OF RISK: I am aware and fully understand that horses can be dangerous and unpredictable animals regardless of their past training and experience. I realize that participants and even spectators attending equestrian events put themselves in a potentially hazardous environment that poses a substantial risk of injury to persons and property and that occasionally serious injury or even death to riders, spectators and horses occurs. I understand that participation in any SYVH event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount and equipment) arising out of the unpredictable behavior of horses, exposure to extreme conditions and circumstances; accidents involving other participants, staff, volunteers or spectators; contact or collision with other participants and horses, nature or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; and other undefined, not readily foreseeable and presently unknown risks and dangers (“**Risks**”).

ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the SYVH events, or the negligent acts or omissions of the Released Parties defined below. I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation. I also agree to be responsible for any injury or damage caused by me, my horse, my family or any employees under my direction and control at any SYVH event.

2024-2025 Season: **WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:** In conjunction with my participation in any SYVH event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: Santa Ynez Valley Hounds, its Masters, officers, directors, members, employees, guests, participants, volunteers, or any landowners, landholders, their families, tenants and employees, or other persons making property available for SYVH activities (Individually and Collectively, the “**Released Parties**”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney fees) of any kind or nature (“**Liability**”) which may arise out of, result from, or relate in any way to my participation in SYVH activities, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTOOD ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any SYVH event. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

SYVH SOCIAL MEDIA POSTING POLICY: No Drones, Videos, or Game Photos. Check with the others in your photos prior to posting. Violating this policy could result in a restriction of all photographic privileges.

Printed Name: _____ Date: ____/____/____

Signature: _____ Cal Star Member? Yes / No

Cell: _____ Hunt Sponsor Name _____

Email: _____

Emergency Contact Name: _____ Cell:(_____) _____

Horse Name: _____ Breed _____ Circle: English / Western / Gaited

**Parent's or Guardian's Additional Indemnification
(must be completed for all persons under the age of 18)**

In consideration of _____ (minor's name) ("Minor") being permitted to participate in activities with Santa Ynez Valley Hounds.

Signature of Parent or Guardian _____

Print Name _____ Date _____