



Middleburg Hunt Liability Release 2023 / 2024 Season

Proper execution of the following release by the undersigned is a prerequisite to the undersigned being able to take part in any and all foxhunting and related activities ("hunting activities") sponsored by Middleburg Hunt, Inc. ("Middleburg Hunt").

In consideration of the undersigned electing to participate in hunting activities and the Middleburg Hunt's, participation in such activities, the undersigned and on behalf of participant and his or her heirs next of kin, dependents, representatives, executors, administrators, successors or assigns hereby does release, indemnify (including costs and attorney fees) and hold harmless the Middleburg Hunt and all its officers, directors, subscribers, lessors, employees and landowners from any cause of action claims or demands of any nature whatsoever, which said participant, his or her representatives, heirs, next of kin, dependents, executors or administrators, may now have, or have in the future against said Middleburg Hunt, its officers, directors, subscribers, lessors, employees and landowners, on account of personal injury, property damage or accident of any kind, including death arising out of the undersigned's participation in hunting activities including without limitation participation in or observation of hunting activities.

Participant understands that by signing this Release, he/she covenants and agrees that he/ she, as well as his/her heirs, next of kin, representatives, dependents, executors, administrators, successors and assigns, will never institute any suit or action of law or otherwise against the Middleburg Hunt, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of services, expenses or compensation for or on account of any damage, loss or injury either to his person, property or both, which may result from the undersigned's attendance at and/or participation In hunting activities.

Participant is hereby given notice of the risk inherent in equine activities, including hunting activities, including (i) the propensity of an equine to behave in dangerous ways which may result in injury to the participant: (ii) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals: (iii) hazards of surface or subsurface conditions: (iv) field conditions and side and rear area conditions: and (v) officiating and conduct of other players -- and specifically, assumes this risk and the risk of acts or omissions that constitute negligence for the safety of the participant by the Middleburg Hunt, whether or not related to the preceding enumerated inherent risks.

Participant further understands that while participating in hunting activities there is substantial risk of injury (including death) and fully understands, accepts and assumes that risk. Participant verifies that he/she is in good health and that he/she has no physical limitations which would preclude his/her safe participation in hunting activities. The participant agrees that prior to participating he/she will be satisfied with the ground conditions and if not satisfied, he/she will not participate.

Participant understands that the Middleburg Hunt does not provide medical or hospitalization insurance for participants. Participant certifies that he/she will be covered by his/her own insurance while participating.

Participant is knowledgeable about the COVID 19 restrictions issued by the Commonwealth of Virginia and/or the counties of Loudoun and Fauquier and agrees to abide by such restrictions at all times. Participant further releases Middleburg Hunt and its masters, officers, directors, subscribers, employees and landowners from any and all liability for any injury, damage and/or death resulting from any person who may fail to abide by the State and County restrictions. Participant further releases Middleburg Hunt and its masters, officers, directors, subscribers, employees and landowners granting if he/she should contract COVID 19 as a result of his/her participation in any and all hunt or other activity of the Middleburg Hunt.

Participant acknowledges that NO medical or veterinary emergency services are provided by Middleburg Hunt at hunting activities. Participant hereby consents, directs and authorizes the Middleburg Hunt to engage any emergency medical or veterinary care including transportation in the event of injury as the



Middleburg Hunt or others deem appropriate and hereby releases and indemnifies the Middleburg Hunt as set forth herein and assumes all associated risk and agrees to pay all associated costs.

Participant assumes responsibility for his/her own physical fitness, ability and capability to participate. Participant specifically assumes the risk of his/her own negligence and others (participants, officials) in any hunting activity and any negligence of the Middleburg Hunt.

Participant states that he/she is aware of all of the inherent dangers of hunting activities and observing hunting; that he / she is of lawful age and legally competent to sign this release which he / she has fully read and completely understands; he/she understands the terms are contractual and not a mere recital, and that he/she has signed this document as his/her own free act.

PLEASE FILL OUT COMPLETELY AND LEGIBLY

IN WITNESS WHEREOF, this instrument is duly executed at

_____ (*location*)

On this _____ day of _____ 20_____

Signature of Participant

Name of Participant

Participant E-Mail:

Participant Mailing Address:

Participant Phone:

Emergency Contact Name & Phone

Signature of Parent/Guardian

Print Name of Parent/Guardian and Relation

Signature of Witness

Print Name of Witness