



## FAIR HILLS RIDING CLUB

# WAIVER AND INDEMNITY AGREEMENT

THIS DOCUMENT WAIVES YOUR RIGHTS AGAINST FAIR HILLS FARMS AND FAIR HILLS RIDING CLUB IN THE EVENT OF INJURY OR DAMAGES TO YOU PERSONALLY OR TO YOUR PROPERTY.

IT ALSO PROVIDES THAT YOU WILL BE FULLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES TO ANY PERSONS OR PROPERTY CAUSED BY YOU OR YOUR GUESTS OR BY ANY OTHER PERSON USING YOUR PROPERTY, AND THAT YOU WILL HOLD THE CLUB HARMLESS FOR ANY LIABILITY FOR SUCH INJURIES OR DAMAGES.

***THIS DOCUMENT IS IMPORTANT – READ IT CAREFULLY BEFORE SIGNING.***

Name: \_\_\_\_\_ Home Telephone: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

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

\_\_\_\_\_

STATUS: (  ) Club Member  
(  ) Club Guest  
(  ) Club Employee or Contract Worker  
(  ) Horse Boarder/Member  
(  ) Guest of Member or Boarder/Member  
Name of Member or Boarder/Member \_\_\_\_\_  
(  ) Employee or Contract Worker of Member/Boarder  
Name of Member/Boarder \_\_\_\_\_  
(  ) Student  
(  ) Other (Describe) \_\_\_\_\_

(please see reverse side)

1. I understand that the Fair Hills Riding Club, Fair Hills Farms, is in the business of owning and operating facilities for the training and boarding of horses and the playing of the game of polo, and that the nature of the Club's business and facilities is inherently dangerous.
2. I recognize that any activity utilizing horses for riding, training, boarding and/or riding lessons can, and often does, result in injury and damage to the persons who are engaging in these activities, and to the animals and personal property owned by those persons.
3. I also realize that, under the circumstances, neither my actions nor the actions of any other persons nor the actions of the animals can be controlled by the Club and that, therefore, the Club cannot guarantee my safety or the safety of my animals or property while on Club property or while using Club facilities.
4. In consideration of the Club permitting me to utilize the Club's boarding, training, spectator and social, and lesson facilities and equipment, I hereby acknowledge and voluntarily:
  - a. Accept full and complete responsibility for (i) my own safety, (ii) the safety of my family members, guests, employees, contract workers and all persons who may, from time to time, utilize Club facilities or be present on Club property as their guests, invitees, employees or in any other capacity, (iii) the safety and well being of the animals (i.e. horses, dogs, etc.) brought on, or permitted to be brought on, Club property by myself or any of the persons described above, and (iv) the safety of my property and the property of the persons described above, and
  - b. Give up and waive any rights to make any claim or to proceed in court on any claim which I might have now, or which might arise in the future, against the Club, or its owners, as a result of damage to myself or my animals or property and agree that this waiver extends to any injury which might be sustained to my person, animals or property at any time while on the premises owned by the Club from any cause whatsoever, including, but not limited to, (i) Club facilities, (ii) Club equipment, (iii) action of Club employees, contract workers, guests, invitees, and (iv) any other persons or animals owned by other persons whether on Club property with or without the permission of the Club, and
  - c. Agree to indemnify and hold harmless and defend the Club and its owners against any and all liabilities, losses, damages, costs or expenses of whatever kind or nature, including attorney's fees, which the Club or its owners may sustain or incur for any injury or damage which may be incurred by anyone else either personally or to their animals or property as a result of (i) my actions or (ii) the actions of any animals brought on, or permitted to be brought on, Club property by me, or (iii) the actions of any of my family members, guests, employees, contract workers, or any other persons who may, from time to time utilize Club facilities or be present on Club property as their guests, invitees, employees or in any other capacity, or (iv) the actions of any of the animals brought on or permitted to be brought on Club property by any of the persons described above, and
  - d. Agree that the waiver and indemnities contained herein shall be binding upon myself and my heirs, successors, legal representatives and assigns and shall inure to the benefit of the Club, its owners, their heirs, legal representatives, successors, assigns and
  - e. Promise that I will cause payment to be made to the Club or its owners, on account of any such liabilities, losses, damages, costs or expenses which I have agreed to indemnify the Club against, as stated above, on or before the time that the Club or its owners shall be compelled to make any such payment or to reimburse the Club or its owners for any such payments which shall have been made by it.

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

**PARENT OR GUARDIAN ACKNOWLEDGMENT**

I am the parent or guardian of \_\_\_\_\_, a minor, and on the minor's behalf, and on my behalf, and on behalf of all other parents or guardians of the minor, I have read and executed the foregoing Waiver and Indemnity Agreement as an inducement for allowing the minor to be present on Club property and to participate in the Club's activities and to undertake any other activities on the Club's premises, whether or not sponsored by the Club.

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