

AGREEMENT FOR RELEASE AND WAIVER OF LIABILITY FOR A MINOR CHILD (under 18 years of age)

I request permission for my child to participate in cross-country riding and foxhunting activities, or any other activities or fundraisers whether equine or non-equine related, sponsored by Misty Morning Hounds, Inc. and/or The Perry Plantation (TPP), and/or Alexis and Walter Macaulay (hereinafter referred to as "Equine Activity Sponsor" or Releasee). I further understand that any of these activities hold inherent risks even if I am a spectator or guest and am not riding a horse. I fully understand that horsebackriding, cross-country riding and foxhunting (which includes riding over fences, other obstacles, and steep and rough terrain) are very dangerous activities. I wish to allow my child to participate in these activities knowing they are dangerous. I accept and assume all the risks of injury (including death) to my child or my property. I represent and warrant that I have authority to give this release.

In exchange for my child being permitted to participate in these activities, for my child, for myself, my heirs, guardians, and legal representatives, I release and agree not to make or bring any claim of any kind against TPP, Misty Morning Hounds, Inc. or its Masters, officers, directors, members, employees, or guests or any land owners, landholders or other persons making property available for Misty Morning Hounds, Inc. (also termed as Releasees) for any injury (including death), to me or any damage to my property whether from anyone's negligence or not, or any other cause, arising out of my child's participation in these dangerous horsebackriding, foxhunting or related or unrelated activities; and I also agree if anyone makes any claims because of any injury to me (including death), or for any damage to my property, I will keep all those released by this agreement free of any damages or costs because of those claims. Furthermore, in connection with any attempt to recover losses incurred with the enforcement of this agreement, I agree to pay Releasee's attorney's fees, reasonable costs and/or expenses for which expenditure is made or liability incurred by any Releasee, regardless of the outcome. My signature also authorizes Misty Morning Hounds and TPP to use images (of my child, me and my family and friends) to promote the events in which we participate on the website and in various media formats. This agreement remains in full force, does not require renewal, & does not have an expiration date. I hereby agree to indemnify, defend and hold harmless the Releasees from any and all loss, liability, damage, or costs, including attorney's fees, as a result of claims.

Misty Morning Hounds and TPP endorses a policy of wearing a helmet for all mounted horsebackriding activities. I understand that wearing a helmet during mounted or riding activities adds to my child's personal safety. If I choose to allow my child to not wear a helmet during horsebackriding, foxhunting, or related activities of any kind with Misty Morning Hounds, Inc. and TPP, or my child does so with or without my consent or knowledge, I fully accept the risk and that of my child, and I release & agree not to make or bring any claim of any kind against Misty Morning Hounds, Inc., its Masters, officers, directors, owners, members, employees, guests, landowners, TPP, or any other person for any injuries, death or damage to my property whether from anyone's negligence or not.

EQUINE ACTIVITY SPONSOR RELEASE

Know all men by these present, that: **Name:** _____

<input type="checkbox"/>	Rider
<input type="checkbox"/>	Spectator

Who resides at: _____

(Address)

(City, state, zip)

(Cell Phone) _____

(Home Phone) _____

(E-mail) _____

<input type="checkbox"/> I am a friend /guest of: _____
<input type="checkbox"/> I am a member of the following Hunts: _____ _____ _____

(hereinafter referred to as "Participant"), desires to engage in and does hereby engage in the following equine activity, to wit: horsebackriding, fox/draghunting and related activities or events, equine or non-equine, sponsored by Misty Morning Hounds, Inc. as described above, located at a territory designated as a fixture or location that day. For and in consideration of the above activities, services, and entry fees paid or waived, receipt and sufficiency of which is hereby acknowledged, Participant hereby does forever and finally release, remise, acquit, satisfy and forever discharge the Equine Activity Sponsor of and from all manner of action and actions, cause and causes of action, suit, debts, dues, sums of money, bonds, billings, contracts, controversies, agreements, promises, damages, variances, judgments, executions, claims and demands whatsoever, in law or in equity, which may arise or might in the future arise or herein after may arise for or against the Equine Activity Sponsor for the activities as stated above. This document is meant to be a full and complete release from any and all liability that may arise from participating in the above described equine activity. I understand that this release is effective from the date signed and shall not expire unless revoked by Misty Morning Hounds, Inc. in writing, and also supersedes any previously signed waivers.

WARNING

UNDER FLORIDA LAW, AN EQUINE ACTIVITY SPONSOR OR 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.

My signature also authorizes Misty Morning Hounds and TPP to use images (of my child, me and my family and friends) to promote the events in which we participate on the website and in various media formats. This document is meant to be a full and complete release from any and all liability that may arise during my participation in any and all activities sponsored by Misty Morning Hounds or The Perry Plantation. This release is given freely and voluntarily by the participant, whether any party is or is not found to be negligent, and is meant to remain in effect until revoked by Misty Morning Hounds, Inc. and/or The Perry Plantation, in writing. If any part of this Agreement is found to be unenforceable by a court, such decision shall NOT affect the validity of the remaining portion, and the remaining portion shall be valid & in full force as if this Agreement had been executed with the invalid portion thereof eliminated.

Please notarize the signature of parent or legal guardian if parent is not accompanying child. Child must be supervised by someone at all times.

Please list the person supervising & responsible for your child: _____



(Signature of participant / child)



(Signature of parent or legal guardian)

(Print name of child)

(Print name of parent or legal guardian)

Date: _____

<p>Please include a signed waiver for each person attending, <u>including spectators</u>. Make copies of this form, if necessary.</p>
