



COVENANT NOT TO SUE, RELEASE, WAIVER OF CLAIMS, INDEMNITY AND INSURANCE AGREEMENT

This agreement is entered into as a condition of and a part of the consideration for the Master, Directors and Members of the Kimberton Hunt Club and the same individually, and the Kimberton Hunt Club and the property owners and their tenants (landholders) agreeing to allow me to ride with Kimberton Hunt Club (KHC) over certain designated property of the landholders, or any other involvement with horses, or any activities incidental, attendant or related to the foregoing:

I understand and acknowledge that any involvement with horses can be hazardous and that riding to hounds is an athletic event which involves numerous risks of injury and that horses are often unpredictable and difficult to control.

I voluntarily and expressly assume all risks and dangers of such involvement.

I, the undersigned, agree for myself, my heirs, guardians and legal representatives, not to sue KHC or the landholders (s) of the property where any of these activities mentioned above may take place, and I release and discharge for myself, my heirs, guardians and legal representatives, any and all claims arising out of such activities or the use of such property, including but not limited to any claims alleging negligence, breach of contract, strict liability, or otherwise of KHC, or any such landholder(s). This covenant not sue, waiver, and release includes, but is not limited to, bodily injury, death, property damage, loss, contribution, indemnity, or any other claims which I, my heirs, guardians and legal representatives may ever have against KHC, their agents or employees, or any landholder (s).

I, the undersigned, agree for myself, my heirs, guardians and legal representatives, to defend, indemnify, and hold harmless KHC and any landholders involved from any expenses, damages or judgements, including any legal expense, reasonable attorneys' fees, claims for contribution or indemnification, resulting from claims by third parties arising out of my activities mentioned above, or the use of any property in relation to any such of my activities and if applicable, the claims by my children listed below or at majority.

I also acknowledge and agree that I have, or it is my responsibility to obtain and keep in force, sufficient insurance coverage (including but not limited to liability, health, and life) to protect me from any expense, liability claims, or damages mentioned or included in this agreement, and that whether or not I obtain such insurance and whether or not such insurance is sufficient, the provisions above shall be fully effective and enforceable and I will be bound and liable thereunder.

DATE: _____ (Signed) _____

(Print Name) _____

(Address) _____

Parent must sign on behalf of rider under 18. _____