

## **RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in activities (the "Activities") as defined herein hosted by the Mason-Dixon Riders Association, Inc. (hereinafter the "MDRA") the undersigned member participant (the "Participant") hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement") as of the date set forth below.

1. **ACTIVITIES:** Activities shall include any and all MDRA riding events, other gatherings or meetings taking place on property owned or leased by MDRA, any volunteer labor performed on behalf of MDRA in pursuit of maintenance or groundskeeping of MDRA property, and any other activity for which MDRA Trustees or officers provide advance notice to members at monthly meetings of the members that such activity constitutes Activities of MDRA.

2. **ACKNOWLEDGEMENT OF RISKS:** Participant recognizes and understands that Activities may be inherently dangerous and that there are risks associated with Participant's participation in the Activities including, but not limited to, bodily injury or death to persons and damage to property. Participant further acknowledges and understands that Participant will be held liable and responsible for any and all damage to persons, livestock, vehicles, MDRA property and/or improvements to MDRA property that is caused by Participant and/or any persons (including, but not limited to, minors) under their care and control, and that arise out of, or are related to Participant's entry into and participation in the Activities.

As specifically regards riding events, it is expressly understood by Participant that the nature of the event may not permit Participant to inspect the prescribed course or the immediately adjacent areas thereof with which Participant may come into contact during the event prior to participation in the event. Participant understands and agrees that if at any time, Participant believes anything to be unsafe or unsatisfactory in any way, Participant will immediately take all necessary precautions to avoid the unsafe area and/or refuse to participate further in the event.

3. **APPLICABILITY AND SCOPE OF RELEASES AND INDEMNITIES:** For purposes of this Agreement, "Claims" shall mean any past, present and future claims, losses, fees, costs, expenses, liabilities, demands, damages, or causes of action, and costs of defense or settlement (including, without limitation, attorneys' fees and court costs). For purposes of this Agreement, the term "Released Parties" shall mean MDRA, its respective present and former Officers, Trustees, commissioners, subsidiaries, affiliates, employees, crews, consultants, surveyors, staff, volunteers, or agents; any other event-specific promoters, participants, vehicle owners, riders, officials, drivers, rescue personnel, sponsors, advertisers, owners, lessees of premises used to conduct events, premises or event inspectors, surveyors, underwriters/brokers, consultants or others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding premises or events; and any other person, firm, corporation or entity bound to defend or pay judgments. The releases, waivers and indemnities contained in this Agreement expressly shall apply regardless of whether the Claims to be released, waived or indemnified against arise, or are

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

alleged to arise, from negligence (whether sole, joint or concurrent, and includes negligent rescue operations), gross negligence, negligence per se, and/or strict liability of the Released Parties; personal injury, death or property damage; acts of any other persons or guests; theft, burglary, assault, or other crimes; fire, water, wind, rain and/or smoke and /or any other risks and hazards associated with Participant's entry into and participation in the Activities, including, but not limited to, the general conditions at the Activities, animals both wild and domestic that may be diseased and/or potentially dangerous, persons with firearms both on and off the premises used in connection with the Activities, and the driving or riding in any vehicles, whether belonging to Released Parties or to other persons.

4. **RELEASE FROM LIABILITY:** Participant hereby **RELEASES AND FOREVER DISCHARGES**, and **WAIVES** any and all Claims against any of the Released Parties that arise from or relate to Participant's entry and participation in the Activities—including, but not limited to, the types of claims enumerated in Paragraph 3—and agree not to sue any of the Released Parties for such Claims. Without limiting the foregoing, Participant agrees that the Released Parties shall not be liable to Participant, Participant's family, or Participant's successor, assigns, heirs or representatives for personal injury, property damage, or any other Claims arising from or related to Participant's entry into and participation in the Activities.

5. **AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:** Participant agrees to **INDEMNIFY** and **HOLD HARMLESS** the Released Parties against any and all Claims arising from or related to Participant's entry and participation in the Activities—including, but not limited to, the types of Claims enumerated in Paragraph 3. In addition, and without limiting the foregoing, Participant agrees to **INDEMNIFY** the Released Parties for any Claims for injuries to any minors under Participant's care and control and/or he child's parent/guardian, and for any Claims asserted by, through or under Participant, arising from or related to the Participant's entry into and participation in the Activities—including, but not limited to, the types of Claims enumerated in Paragraph 3. As used herein, "INDEMNIFY" means to agree to assume the Released Parties' liability in a situation, thereby relieving them of responsibility, and/or reimbursing the Released Party for Claims asserted against them.

6. **ENTIRE AGREEMENT, SUCCESSOR, VENUE:** As further inducement to permit Participant's entry into and participation in the Activities, Participant represents that Participant thoroughly and completely understands that this is a complete and final release and indemnity agreement, that Participant is freely and voluntarily entering into this Agreement, and that no representations, promises or statements made by any of the Released Parties, or any agent, attorney or other representative of any of the Released Parties has influenced Participant in causing Participant to sign this Agreement. Participant understands that this Agreement shall be binding on Participant's heirs, executors, successors and assigns; that the Agreement will be governed by the laws of the Commonwealth of Pennsylvania; and that jurisdiction and venue for resolution of any dispute regarding this Agreement shall lie in the Court of Common Pleas of Greene County, Pennsylvania. If any part of this Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of this Agreement.

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Participant agrees to the terms and conditions above, and acknowledges receipt of this Agreement.

7. UNDERSTANDING OF WAIVER: I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian (if Participant is a child)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Parent/Guardian (if Participant is a child)

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Initials: \_\_\_\_\_ Date: \_\_\_\_\_