



Participant Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement

An equestrian event at Shawan Downs (“Event”), includes, but is not limited to, the Legacy Chase, the GSVH Point-to-Point, MCTA sponsored events, clinics, flat trials, hurdle trials, timber trials, other racing, and horse shows. For and in consideration of the Land Preservation Trust, Inc. (“LPT”) and/or The Legacy Chase at Shawan Downs, LLC (“LLC”) allowing me to participate in an equestrian event at Shawan Downs, for myself, and on behalf of my spouse, children, heirs, legal representatives, executors, administrators, successors and assigns, I agree to the terms of this Agreement, and I accept and clearly understand that horseback riding and related equestrian activities involve risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”).

I understand that these Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any Event. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any Event.

I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: LPT, LLC, Event participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), the Event sponsor or owner, licensee, and competition managers; the promoters, sponsors, or advertisers of any Event; any charity or other beneficiary which may benefit from the Event; the owners, managers, or lessors of any facilities or premises where the Event may be held; and all directors, officers, employees, agents, contractors, members and volunteers of any of the aforementioned parties (**Individually and Collectively, the “Released Parties”**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature (“**Liability**”) which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor’s) participation in any Event. If, despite this Agreement, I, or anyone on my behalf or the minor’s behalf, makes a claim for any injury or liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any liabilities or expenses (including court costs and reasonable attorney fees) related to such claim.



LPT LAND PRESERVATION TRUST

Participant Signature

Date

Print Name

Parent/Legal Guardian Signature (if Participant is under 18 yrs old)

Date

Print Name

Emergency Contact Name

Phone