



**WAIVER AND RELEASE**

This agreement is entered into as a condition of and in consideration for the listed LANDOWNERS (see reverse side) agreeing to allow me to ride over the property of said LANDOWNERS. This agreement is entered into as a condition of and in consideration for ROSE TREE-BLUE MOUNTAIN HUNT (RT-BMH) agreeing to allow me to participate in the RT-BMH Hunter Pace.

I understand that I am allowed to ride horseback on private property without any charge by the LANDOWNERS. I understand that horseback riding can be hazardous, involving numerous risks of injury, and that horses are often unpredictable and difficult to control. I further understand that there are many hazards, natural and manmade on this land including (but not limited to) rocks of all sizes, gullies, ground hog holes, ridges, sinkholes, sandy, muddy or gravelly surfaces, fences, wells and utility installations. I have been encouraged and given ample opportunity to walk over the property of the LANDOWNERS (together with my child) in order to become acquainted with the terrain and hazards.

In consideration of all the foregoing and for being permitted to ride horseback on the property of the LANDOWNERS in the RT-BMH Hunter Pace, I hereby assume the risk, indemnify and waive any claim or cause of action against ROSE TREE-BLUE MOUNTAIN HUNT and any of the LANDOWNERS of any and all land on which I ride for harm, injury, illness or death resulting from negligence or any other cause in connection with my riding (or my child riding) on the LANDOWNERS property in the RT-BMH Hunter Pace. By this waiver, I also intend to foreclose any such claim or cause of action brought, whether on my behalf or not, by any member of my family, by any personal representative, trustee, guardian, or similar fiduciary, or by any person or entity claiming the right of subrogation, contribution or indemnification. I also agree to defend, indemnify and hold harmless the ROSE TREE-BLUE MOUNTAIN HUNT and the LANDOWNERS from any expenses, damages or judgments, including any legal expense, attorney fees, and claims for contribution or indemnification, resulting from claims by third parties arising out of my actions mentioned above, or the use of any property in relation to any such of my activities and, if applicable, any claims by my children listed below made at any time.

I will wear protective headgear and footwear while riding horseback.

I enter into this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, intending to be legally bound.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_

**IF A MINOR, PARENT OR GUARDIAN MUST SIGN BELOW:**

**PARENT OR GUARDIAN RELEASE AND WAIVER**

I am the parent or legal guardian of \_\_\_\_\_, a minor child and on the minor's behalf and on my behalf, and on the behalf of all other parents or guardians of the above listed minor, I enter into the above agreement as partial consideration for the allowing the minor child to ride on the LANDOWNERS property in the ROSE TREE-BLUE MOUNTAIN HUNT Hunter Pace, and I further agree to defend, indemnify, and hold harmless the ROSE TREE-BLUE MOUNTAIN HUNT and the LANDOWNERS. I further authorize any emergency medical care which may be deemed necessary on behalf of the minor.

Signed: \_\_\_\_\_ Parent or guardian of above minor

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **LANDOWNERS**

**William & Sharon Barker  
515 Greason Road  
Carlisle, PA 17015**

**Tom Place & Grace D'Alo  
529 Greason Road  
Carlisle, PA 17015**

**Neidlinger Family  
595 Greason Road  
Carlisle, PA 17015**

**Keith & Jodi Sheffer  
527 Greason Road  
Carlisle, PA 17015**

**David & Judith Twining  
683 Barnstable Road  
Carlisle, PA 17015**

**Betsy Keen  
503 Barnstable Road  
Carlisle, PA 17015**

**Jason Kluchurosky & Katherine Stevens  
413 Barnstable Road  
Carlisle, PA 17015**

**Sylvia Rambo  
399 Barnstable Road  
Carlisle, PA 17015**

**Rose Tree-Blue Mountain Hunt  
1929 Jericho Road  
New Bloomfield, PA 17068**