

Assumption of Risk, Waiver and Release of Liability, and Indemnity Agreement – ESCA Guest

I, \_\_\_\_\_, of \_\_\_\_\_, hereby acknowledge that, on \_\_\_\_\_, 20\_\_\_\_, I will take part in \_\_\_\_\_ and further acknowledge and accept the inherent dangers in such an undertaking, such as damage to my property and physical injury to myself and others -- including permanent physical disability and death. I also acknowledge and accept any and all risks that may arise from the negligence, carelessness, or liability without fault of the entities and parties that I am releasing, and from dangerous or defective equipment or property owned, maintained, controlled, leased, or operated by the entities and parties released, except for those risks caused by the willful misconduct or intentional torts of the entities and parties released. I fully, knowingly, voluntarily, and completely accept and assume all of these risks.

Now, therefore, in consideration for my being permitted to participate in \_\_\_\_\_, I voluntarily and knowingly assume the risk for any injuries that I or my minor dependents, if any, may sustain during the pursuit of activities or while on any of the properties owned, maintained, controlled, leased or operated by the English Setter Club of America, Inc. ("ESCA") and/or the Medford Farm Project, or by their officers, directors, commissioners, agents, members, employees, successors, and assigns, whether the injuries are sustained in whole or in part, directly or indirectly, arise out of, relate to, or result from participation in such activities.

Further, with the intention of binding myself, my spouse, my heirs, legal representatives, and assigns, I hereby voluntarily and knowingly remise, release, and forever discharge and hold harmless ESCA and the Medford Farm Project, their officers, directors, commissioners, agents, members, employees, successors, and assigns (the "Released Parties") from actions, suits, damages, claims, or judgments that may result from any and all injuries sustained while participating in such activities (the "Released Claims"), and hereby covenant not to sue the Released Parties or assert any Released Claim against them.

I understand that it is my responsibility to follow thoroughly and completely ESCA rules and the instructions given to me by representatives of the Released Parties and that my participation in activities may be terminated at any time for breach of those rules or instructions.

I understand and acknowledge that these activities will be conducted in whole or in part on privately owned property and that I am, and any minors for whom I am responsible are, a guest or guests on that property. In the event that I, or someone for whom I am responsible, causes damage to any property beyond that which is expected in the normal course of an activity of this nature, or injures a person, I agree to defend, indemnify, and hold harmless the Released Parties from any and all claims made as a result of the damage or injury. I further agree and understand that this indemnification and hold harmless clause shall continue in full force and effect until six (6) months after any applicable statute of limitations shall have expired.

I certify that I have sufficiently prepared or trained for participation in these activities and have not been advised not to participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in these activities.

I acknowledge that my statements in this Assumption of Risk, Waiver and Release of Liability, and Indemnity Agreement (the "Release") will be relied upon by the Released Parties and that they will use this Release in the defense of any claim, demand or suit made by myself, my spouse, my heirs, legal

representatives and assigns, or any other person to whom I might have caused injury in the course of my participation in these activities.

I expressly agree that this Release is intended to be as broad and inclusive as is permitted by the law of the State of New Jersey and any other applicable jurisdiction, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this Release and have had the opportunity to ask questions about the same. I fully understand that by signing this Release I am giving up substantial rights in connection therewith, and that its terms are contractual and not a mere recital. I acknowledge that I have voluntarily and knowingly executed this Release with the express intention of effecting the extinguishment of claims and liability herein designated.

In testimony whereof, witness my hand on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Guest

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Parent/Guardian of Minor Guest      Date  
(If Guest is under the age of 18)

\_\_\_\_\_  
Signature of Parent/Guardian of Minor Guest      Date  
(If Guest is under the age of 18)