

Dale R. Soinski
and SOUTHINGTON HUNT CLUB
WAIVER (ONE NEEDED FOR EACH ENTRANT)
RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

To some extent all off road, motor vehicles and ATV's All Terrain Vehicles (including 6x6 and 8x8 off road or motor vehicles) are potentially dangerous. The participants should take part in off road, motor vehicle and ATV events based on their own abilities. Regardless of state law, Southington Hunt Club does strongly urge the participants to wear a helmet and other appropriate safety apparel. We urge participants to receive professional instruction before operating any motor vehicle or ATV.

Southington Hunt Club does not provide medical insurance. We urge all participants not to operate their vehicle without personal medical coverage.

All participants who prior to starting an event doubts their ability to participate in an event, feels they have not adequately prepared themselves and their equipment, question the safety or conditions of the facility, believe their personal insurance coverage is not adequate to cover them for any loss that might occur, are urged to notify the management who will immediately refund their entry fee.

IN consideration of permission to entry for any purpose of the above location, and/or in further consideration of permissions to observe and participate in the above-described even in any capacity whatsoever, I hereby understand and agree as follows:

- **1.) I RELEASE, DISCHARGE, AND AGREE NOT TO SUE SOUTHINGTON HUNT CLUB**, its officers, trustees, employees and agents, event officials, promoters, sponsors, ATV owners, and lessees of the premises used in connection with the event, and each of their respective employees and agents, from all claims, demands, actions, causes of actions, liability, loss or injury (including death), of whatsoever kind, nature or description that may arise to my person or property, in any way resulting from or arising in connection with the above described event.
 - **2.) I ASSUME FULL RESPONSIBILITY FOR AND THE RISK OF** loss, damage, or injury (including death) of whatsoever kind, nature or description that may arise to my person or property notwithstanding any negligence of Southing Hunt Club, its officers, trustees, employees or agents, event officials, promoters, sponsors and owners and lessees of premises used in connection with the event, and each of their respective employees and agents while i am for any reason on the premises voluntarily and upon reliance of my own judgment and ability and knowledge of the risks and hazards to myself and property while entering upon and departing premises.
 - **3.) I INDEMNIFY AND HOLD HARMLESS SOUTHINGTON HUNT CLUB**, its officers, trustees, employees, and agents, event officials, promoters, sponsors, ATV owners, riders and crew, and lessees of premises used in connection with the damage or cost each of them may incur due to my presence and/or participation in he above-described event.
 - **4.) THIS RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT SHALL BE BINDING UPON** my heir's administrators, executors and assigns. If any portion of this RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT is held invalid, the balance shall notwithstanding continue in full legal force and effect.
 - **5.) I acknowledge that this event is a recreational activity and I assert that I am a qualified and experienced operator.**
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I HAVE READ AND VOLUNTARILY SIGNED THIS RELEASE, ASSUMPTION AND INDEMNITY AGREEMENT, AND I CERTIFY THAT NO ORAL REPRESENTATION STATEMENTS FOR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Signature: _____ Date: _____

Print Name: _____

Name: (Minor) _____ Phone: () _____ - _____

Parental permission for above named minor expires on Date, M _____ D _____ Y _____

State of Ohio

County of _____)

On _____ before me, _____

(insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Ohio that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal) _____