



RELEASE, COVENANT NOT TO SUE, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I request permission to participate in the activities of the HARDSCUFFLE HOUNDS, LLC.

The activities of the HARDSCUFFLE HOUNDS, LLC include, but are not limited to, foxhunting, coyote hunting, horseback riding, cross country events, the clearing and maintenance of trails and related property, hiking, AIR terrain vehicle (ATV usage), interaction with dogs, interaction with wild animals, and any other related activity ("Activities").

Many of the Activities of HARDSCUFFLE HOUNDS, LLC take place on property owned or controlled by others who have consented or may hereafter consent to these Activities taking place on their property (the "Landowners").

As used herein, any reference to HARDSCUFFLE HOUNDS, LLC or Landowners includes their respective owners, directors, members, officers, attorneys, employees, agents, or other related persons or entities.

In exchange for the privilege of participation in these Activities and for permission to come upon the land for said purposes, I voluntarily acknowledge and expressly agree that:

- (1) My involvement with any of these Activities include numerous risks of injury; that horses are often unpredictable and difficult to control, and that horses and people may be injured during said Activities for a variety of reasons, including but not limited to conditions existing on the land; that interactions between people and dogs or dogs and dogs carry inherent risk;
- (2) I agree that neither the HARDSCUFFLE HOUNDS, LLC nor the Landowners warrant or represent that the land or improvements thereon are safe or suitable for these Activities;
- (3) I knowingly and voluntarily expressly assume all risks and dangers of such involvement and assume the risk of any injury I or my property, including horses, may sustain arising out of these Activities or the condition of said land or improvements thereon;
- (4) I, for my heirs, representatives, and assigns agree not to institute any legal proceedings against HARDSCUFFLE HOUNDS, LLC and/or Landowners and I for my heirs, representatives, and assigns waive and release HARDSCUFFLE HOUNDS, LLC and Landowners from liability from any injury to me or my property arising out of or in any way related to the Activities with HARDSCUFFLE HOUNDS, LLC including, but not limited to, any claim which arises out of the use, maintenance, or condition of the land or improvements thereof, natural and artificial hazards, and the Landowners' failure to warn, maintain or remedy any conditions or hazards known or unknown. This covenant not to sue, waiver, and release includes, but it is not limited to, any and all claims, losses, damages, or expenses, known or unknown, including bodily injury, death, property damage, loss of consortium, contribution, indemnity, which I, my heirs, representatives and assigns may ever have against HARDSCUFFLE HOUNDS, LLC and/or the Landowners;
- (5) I, for my heirs, representatives, and assigns agree to defend and indemnify and hold harmless HARDSCUFFLE HOUNDS, LLC and any Landowner(s) from any expenses, damages or judgments, including any legal expense, reasonable attorneys' fees, claims for contribution or indemnification resulting from claims by third parties arising out of my Activities mentioned above or the use of any property in relation to any such of my Activities and, if applicable, the claims by my children or spouse; and
- (6) I have, or it is my responsibility to obtain and keep in force sufficient insurance coverage (including but not limited to liability, health and life) to protect me from any expense, liability claims or damages mentioned or included in this agreement and that whether or not I obtain such insurance and whether

or not such insurance is sufficient, the provisions above shall be fully effective and enforceable, and I will be bound and liable thereunder;

(7) I acknowledge the existence of KRS 150.645 (Liability of landowner consenting to hunting, fishing, trapping, camping, or hiking on premises) and agree that this Release is in addition to said statutory provisions and not in lieu thereof; and

(8) I acknowledge as provided by KRS 247.4027 the following is included: **“WARNING:** Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risk of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.”

(9) I acknowledge the existence of KRS 258.265 and understand that a hound or hunting dog may be unrestrained when engaged in hunting activities while on land designated for that purpose.

I acknowledge and represent that I have carefully read all of the foregoing and understand all of the terms and conditions contained herein. This document is intended to and does bind me, my spouse, my heirs, my minor children, and legal representatives.

Signature: _____ Date: _____

Printed Name: _____ Phone: _____

Address: _____ Health Insurance Information (if applicable): _____

Email: _____ Notes in case of Emergency: _____

Emergency Contact Name: _____ Emergency Contact Phone Number: _____

If signing for a minor child under 18 years of age

Name of Minor: _____ Age of minor: _____

Signature of Parent/Guardian: _____ Date: _____

Printed Name of Parent/Guardian: _____ Phone: _____

Address : _____ Health Insurance Information (if applicable): _____

Email: _____ Notes in case of Emergency: _____

Emergency Contact Name for Minor (if different from parent/guardian): _____ Emergency Contact Phone Number (if different from parent/guardian): _____