

NHSPFS WAIVER OF LEGAL RIGHTS AND EXCLUSION OF LIABILITY

[This is a legal document and should be read carefully]

CONTEXT:

- (a) Hunting/Horse riding is a very dangerous sport. Participants run the risk of serious, catastrophic injury and/or including death.
- (b) Horses/ponies are entirely unpredictable animals with varying abilities and experience.
- (c) During Hunt Events you meet varying obstacles on a day. e.g., hedges, stone walls, double banks, drain, rivers gates, etc.
- (d) There may be hidden dangers such as wire, stakes, rabbit holes, bogs, etc.
- (e) Obstacles may become more dangerous as they are crossed and may become impossible to negotiate.
- (f) Each participant has the responsibility to ensure that their horse is fit and capable of negotiating the country.
- (g) Nobody should hunt who has not got the riding skill to negotiate the particular country. All riders are strongly recommended to wear appropriate equipment. Hunts cannot vet the skill of the rider or the horse, that is the responsibility of the rider.
- (h) Whilst hunting it is the responsibility of each rider to decide whether to or not negotiate any particular obstacle. If someone else has negotiated the obstacle does not mean you should attempt it. The decision rests solely with the rider. Turning away and using a safer alternative route or going home is often a better choice
- (i) Adjust your riding giving consideration to weaker riders, green horses, condition of your horse, weather, ground conditions and position of others while out hunting

All persons who hunt are subject to the following Code of Conduct:

- Parking is designated and decided by the Hunt Management Team, never park somewhere without permission or that poses a danger to other road users or anyone else.
- Always be on time if you are late NEVER attempting to catch up or follow hounds, join the hunt at the next available opportunity when on the road and not hunting.
- Leave gates the way you find them, if in doubt close the gate/seek advice of the Hunt Management team.
- Never ride across a planted field keep to the headland.
- Be careful in fields/yards with livestock, go very slowly through or around to prevent disturbing them.
- Report any damage to fences, boundaries etc to the Repair Crew.
- When riding on the road keep to the left and be courteous to other road users.
- You must keep in mind that riders and non-riders of ALL AGES may be present. Please refrain from the use of profanity, gossip, or unkind remarks.

INSURANCE

It is impossible for hunts to get insurance for claims by people hunting. Hunts take out public liability insurance to indemnify the landowner over whose lands they use. Without that insurance there would be no hunting at all. The hunt has no insurance for members and day members injuring themselves in the course of hunt activities in any circumstances. Rider's participate at their own risk. Riders should take out insurance to cover accidents they cause to other riders or third parties. It is up to each rider to take steps to protect themselves for medical expense, loss of earnings, etc.

WAIVER AND EXCLUSION OF LIABILITY

I, the undersigned, in the light of the above hereby agree for myself and/or my wife/husband, heirs and assigns to waive my legal right to sue the Hunt, Masters, Committee, Trustees, staff, persons assisting the Hunt and landowners over whom we hunt, as envisaged by Section 34 of the Civil Liability 1961 for negligence, breach of duty or breach of the code of conduct.

I also agree not to hold the Hunt, Masters, Committee, Trustees, staff, or persons assisting the hunt and landowners over whom we hunt, responsible for any accident and subsequent injury howsoever caused (negligence, breach of duty, breach of code of conduct or any other legal claim)

This waiver of legal rights and exclusion of liability shall, when signed, remain in force for all time and apply irrespective of the status of the rider vis-à-vis the hunt (member, former member subscription not paid, day member unexpected rider with connections to the area/landowner etc).

I acknowledge that I have read this document
before signing and that I have taken legal advice _____
Signature

have read and understood this document
and consent to participate without getting _____
advice. Signature

Print Name Clearly Signature

Date: _____

Email: _____ Mobile: _____

Address: _____
Emergency Contact – Name and Mobile

PARENTAL/GUARDIAN CONSENT

I, the minor’s parent and/or guardian of 18 years or older understand the nature of horse-riding hunting and its associated activities. I have read the above document and I as the parent or guardian of the child am satisfied that the child is of sufficient experience to participate in hunting and that the pony/horse they are mounted on has adequate experience for the purposes of hunting. I will take responsibility for the minor.

Print Minor’s name Print Parent’s name

Print/Guardian’s Name Parent/Guardian Signature

Date: _____

Email: _____ Mobile: _____

Address: _____
Emergency Contact – Name and Mobile