

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

(An exculpatory agreement and permanent bar to asserting any claims which exists or may occur)

This agreement is entered into as a condition of and a part of the consideration for the Masters, Governors and Members of the Genesee Valley Hunt, Inc. and the same individually, and the Genesee Valley Hunt, Inc. (GVH) and the property owners and their tenants (landholders) agreeing to allow me (us) to ride in the race meet over certain designated property of the landholders, or any other involvement with horses, or any activities incidental, attendant, or related to the foregoing:

I (we) understand and acknowledge that any involvement with horses can be hazardous and that racing is an athletic event which involves numerous risks of injury and that horses are often unpredictable and difficult to control.

I (we) voluntarily and expressly assume all risks and dangers of such involvement.

I (we) (my heirs) agree not to sue GVH, or the landholder(s) of property where any of the activities mentioned above may take place, I (we) (my heirs) waive and release any and all claims arising out of such activities or the use of such property, including but not limited to any claims alleging negligence, breach of contract, strict liability, or otherwise, of GVH, or any such landholders(s). This covenant not to sue, waiver, and release includes, but is not limited to, bodily injury, death, property damage, loss, contribution, indemnity, or any other claims which I (we) (my heirs) may ever have against GVH, their agents or employees, or any landholders(s).

I (we) (my heirs) also agree to defend, indemnify, and hold harmless GVH and any landholder(s) involved from any expenses, damages or judgements, including any legal expense, reasonable attorney's fee, claims for contribution or indemnification, resulting from claims by third parties arising out of my (our) activities mentioned above, or the use of any property in relation to any such of my (our) activities and, if applicable, the claims by my (our) children listed below before or at majority.

I (we) also acknowledge and agree that I (we) have, or it is our responsibility to obtain and keep in force, sufficient insurance coverage (including but not limited to liability, health and life) to protect me (us) from any expense, liability claims, or damages mentioned or included in this agreement, and that whether or not I (we) obtain such insurance and whether or not such insurance is sufficient, the provisions above shall be fully effective and enforceable and I (we) will be bound and liable thereunder.

DATED: _____

Owner/Trainer

Rider

Parent (on behalf of both if
rider under 18)