

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

Read this agreement carefully before signing.
Your signature indicates that you understand and agree to all of its terms.

This Release is executed on the date written below by the undersigned for themselves and/or as the lawful parent or guardian of a minor ("Minor") (collectively, the "Guest").

A. Guest has been granted access to Windy Hollow Hunt's territory which includes land privately owned by others, including but not limited to the premises located at 75 Wolfpit Road, Wantage, New Jersey, which are owned by Stonewall Farms, LLC, 49 Spanktown Road, Warwick, NY which are owned by Andrew J. and Tricia O. Herskee, 720 Rt. 284, Westtown, NY, which are owned by T. Marshall Swartwood, Coal Tree Farm LLC and Crosby II, LLC and property at Sheffler and Lower Road, Westtown, NY which are owned by Tally Ho Properties LLC, together (the "Premises").

B. Guest may be participating in various activities while on the Premises, including but not limited to hunting, fishing, boating, horseback riding, driving on- and off-road motor vehicles, constructing and/or maintaining buildings and other structures on, and the grounds of, the Premises, and other potentially dangerous activities ("Activities"). Guest is aware of the risks and hazards involved with the Activities.

In consideration of being granted access to the Premises and other valuable consideration the sufficiency of which is acknowledged by Guest, Guest agrees as follows:

1. Guest is in good health and suffers from no physical impairment that would limit Guest's participation in the Activities.
2. Guest shall participate only in such of the Activities for which Guest is properly licensed, as applicable, and for which Guest has the proper training and expertise.
3. Guest assumes full responsibility for any risks, injuries and/or damages, known or unknown, that Guest might incur or that Guest might inflict on others while on the Premises. Guest voluntarily accepts and assumes the risks of being on the Premises and of participating in the Activities, knowing that such risks may cause serious injury and in some cases death.
4. Guest releases, discharges, and promises not to sue Stonewall Farms, LLC, Swartwood, Sue Doty-Lloyd, Coal Tree Farm LLC, Tally Ho Properties LLC, Crosby II LLC, Herskee, Windy Hollow Hunt, Inc., its members, managers, employees, agents and/or guests or any other landowner whose property the Windy Hollow Hunt, Inc. may hunt, use, or enjoy, ("Releasees") for all risks, injuries and damages resulting from or related to Guest's presence on the Premises or Guest's participation in the Activities on or off the Premises. In no way limiting the generality of the foregoing, Releasees shall not be held liable for any claim, demand, cause of action of any kind whatsoever (including but not limited to claims of negligence or breach of warranty) for, or on account of, death, personal injury, property damage or loss of any kind resulting from or related to Guest's presence on the Premises or Guest's participation in the Activities on or off the Premises.
5. Guest shall indemnify, defend and hold harmless Releasees against any loss, liability, damage or cost arising out of, or connected in any way with, Guest's presence on the Premises or Guest's participation in the Activities on or off the Premises.
6. Guest acknowledges having read and understood this entire agreement; or Guest has had the entire agreement read to Guest and understands the entire agreement.
7. Guest agrees that this release, waiver of liability, assumption of risk, and indemnity agreement is governed by the laws of the States of New York and New Jersey depending upon where the Guest is located at the time that any incident may occur involving Guest, and it is intended to be as broad and inclusive as is permitted by New York and/or New Jersey law. Guest further agrees that if any portion of this agreement is determined to be invalid, illegal, or unenforceable in any way, the legality and enforceability of the balance of the agreement will not be affected in any way, but will continue in full legal force and effect.

**GUEST UNDERSTANDS AND AGREES WITH ALL OF THE TERMS IN THE RELEASE AND WAIVER
OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.**

Guest's Signature: _____

Guest's Address: _____

Guest's Name: _____

(Please Print)

Name of Minor: _____

(Please Print)

Guest's Phone: _____

Guest's E-Mail: _____

Dated: _____

(If under eighteen years of age, parent, guardian, or custodian must sign this indemnification.)

INDEMNIFICATION

In consideration of the above Minor being permitted to participate in the Activities, I agree to the following waiver, release and indemnification:

The undersigned parent, guardian, or custodian of the above Minor, for himself/herself and on behalf of Minor joins in the foregoing Release and agrees to hold harmless, indemnify and forever defend Releasees from and against any claims, actions, demands, expenses, liabilities, (including attorneys' fees), and negligence made or brought by Minor or by anyone on behalf of Minor, as a result of Minor's participation in the Activities. I, for myself and on behalf of Minor, further agree not to sue any of the Releasees as a result of any injury, paralysis or death that Minor suffers in connection with Minor's participation in the Activities.

Date: _____

Signature of Parent Guardian, or Custodian
of Minor