Someway Country

Somerset County Park Commission

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THE STABLE AT LORD STIRLING PARK

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SOMERSET COUNTY PARK COMMISSION RELEASE, WAIVER, AND PARTICIPATION AGREEMENT

FOR VOLUNTEERING AT LORD STIRLING STABLE

- 1. Assumption of Risk I acknowledge that volunteering at Lord Stirling Stable may entail known and unanticipated risks, which could result in physical injury, death and/or property damage, and that equestrian operators are not liable for any injury to or death of a participant in equine animal activities, pursuant to P.L. 1997, c. 287 (N.J.S.A. 5:15-1 et. seq.). I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. These risks may also include, but not be limited to, results of my own actions, inactions and/or negligence, as well as the actions, inactions or negligence of others, weather conditions, condition of equipment, condition of the facilities and grounds, natural disaster, national disaster, and any first aid emergency treatment which may be administered. There may also be other risks that are not foreseeable at this time.
- 2. Release As part of the consideration for my volunteering with the activity identified above, as to the Somerset County Park Commission equestrian facilities and/or programs and/or the Commission trails, I release, discharge, and hold harmless the Somerset County Park Commission, the County of Somerset, any director, officer, employee, designee, assign, representative and/or any person acting in any capacity on their behalf (hereinafter collectively referred to as "SCPC") from all demands, causes of action, suits contracts, agreements, obligations, covenants, defenses, costs, liabilities and judgments, whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, which I or anyone on my behalf might have against the SCPC, arising from my participation as a volunteer.
- 3. Waiver and Indemnification I hereby and/or anyone on my behalf waive all claims and demands against the SCPC for any loss, damage, injury (including death) or claim of any kind arising from, related to or caused by my volunteering and agree to indemnify, defend, and hold harmless the SCPC (as defined above) from any and all loss, liability, damages, costs, and expenses (including actual attorney's fees) arising from or related to same.
- 4. Photography/Video In permitting myself to participate as a volunteer, I or anyone on my behalf understand that my photograph/video and/or any other likeness of me in any form/forum may appear in publicity or brochures marketing SCPC programs and facilities. I understand that there are no rights and/or privileges granted to me to inspect or approve photographs/video and/or any other medium prior to publication in any forum.
- 5. <u>Term</u> I and anyone on my behalf is hereby bound to such have read this Agreement and agree to be bound by its terms. This Agreement shall be effective for all equestrian activities at Lord Stirling Stable for which I volunteer throughout the entire 2024 calendar year. I freely execute this document and have no restrictions as to my understanding and execution of the document.

Dated:		
	Signature of Volunteer	

Name - Please Print