

**SOMERSET COUNTY PARK COMMISSION
RELEASE, WAIVER, AND PARTICIPATION AGREEMENT
FOR EQUESTRIAN PROGRAMS**



*Somerset County
Park Commission*

Lord Stirling
Stable
256 South
Maple Ave.
Basking Ridge,
NJ 07920

1. **Assumption of Risk** – I acknowledge that participation in equestrian programs may entail known and unknown/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 can not be eliminated without jeopardizing the essential qualities of the activity. These risks may also include, but are not limited to, results of my own actions, inactions and/or negligence, as well as the actions, inactions and/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 participating in any of the Somerset County Park Commission’s equestrian programs and/or use of the Commission’s facilities and/or trails activity identified above, 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 in the equestrian programs.
3. **Waiver and Indemnification** – I, or anyone on my behalf, hereby 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 participation in the equestrian programs and agree to indemnify, defend and hold harmless the SCPC (as defined above) from any and all loss, liability, damages, costs and/or expenses (including actual attorney’s fees) arising from or related to same.
4. **Photography/Video** - In permitting myself to participate, 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 or any other medium prior to publication in any forum.
5. **Term** – 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 in which I participate throughout the entire 2023 calendar year or any future calendar year after 2023. I freely execute this document and have no restrictions as to my understanding and execution of this document.

Dated: _____

Signature of Participant

Name – **Please Print**