

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



**Somerset County
Park Commission**

Lord Stirling Stable
256 South Maple Ave.
Basking Ridge, NJ
07970

1. **Assumption of Risk** – As the parent or guardian of the below named minor or dependent, I accept and assume full responsibility for the decision for my child/dependent to participate in any and/or all equestrian programs of the Somerset County Park Commission. I acknowledge that participation by my minor or dependent in the activities listed above may entail known and unanticipated risks, which could result in physical injury, death 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 are not limited to, results of my minor's/dependent's 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 minor/dependent 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 child/dependent's 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 minor's/dependent's 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 my minor or dependent to participate, I, or anyone on my behalf, understand that my minor's/dependent's photograph/video may appear in publicity or brochures marketing SCPC programs and facilities. I understand that there are no rights granted to me or my minor(s) or my dependent(s) to inspect or approve photographs/video or any other medium prior to publication in any forum.
5. **Term** – I, and anyone on my behalf, have read this Agreement and agree to be bound by its terms. This Agreement shall be effective for all equestrian activities in which my dependent participates 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 Parent/Legal Guardian

Name – **Please Print**

Name of the Minor/Dependent Participant