



TEWKSBURY TRAIL ASSOCIATION

Annual Trail Pace

Sunday, September 17, 2023

TEAM #

Activities: Teams of 2-3 riders ride marked trails of varied terrain. Course is approximately 8 miles. Ribbons awarded for groups finishing closest to IDEAL times.

Divisions: Pleasure Pace and Trail Pace/Open and Ninety Plus

Potential Obstacles: Several road crossings, small water crossing, cars, trucks, motorcycles, cyclists, rocky terrain, challenging hills, open fields, insects

Location: Christie Hoffman Park, Tewksbury Township, New Jersey

WAIVER AND RELEASE OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of the Tewksbury Trail Association ("TTA") allowing me, the undersigned, to participate in the Annual Trail Pace, I, for myself, and on behalf of my spouse, children, heirs and next of kin and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement ("Agreement").

I knowingly, willingly and voluntarily acknowledge the inherent risks associated with equestrian activities and know that horseback riding is inherently dangerous, and that participation in the Annual Trail Pace involves risks and dangers, including, without limitation, the potential for serious bodily injury, sickness and disease (including communicable diseases), trauma, pain and suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my horse and equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; insects; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the TTA; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

WARNING:

UNDER NEW JERSEY LAW, AN EQUESTRIAN OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES PURSUANT TO NJSA 5:15-1 *et seq.*

I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Annual Trail Pace, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any injury or damage caused by me, my horse, my employees, or contractors under my direction and control at the Annual Trail Pace.

I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: the TTA, the Township of Tewksbury, and owners or lessors of any premises where the Annual Trail Pace takes place, including all directors, officers, officials, employees, agents, contractors and volunteers (collectively the Released Parties); with respect to any liability, claims(s), demand(s), cause(s) of actions, damage(s), action(s), loss or expense (including court costs and reasonable attorney fees) of any nature ("Liability") which may arise out of, result from or relate in any way to my participation in the Annual Trail Pace, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties, irrespective of however caused in connection directly or indirectly with horses, equipment, trails and any and all potential obstacles as listed above.

I certify that I am physically and mentally able to fully handle horses and participate in horse-related group activities as indicated above. I certify that I and my horse are physically and mentally able to handle the activities as listed above. I further certify that my horse **is current on Coggins**, and is in good physical and mental condition to participate in all activities as listed above. I will be responsible for excusing myself from any or all activities that may be affected by my or my horse's inability to safely and effectively participate in the group activities and in potential obstacles as indicated above. I agree to

wear an ASTM/SEI-certified approved helmet with chin strap properly fastened while riding. I agree to treat the horses and the properties on which they travel with appropriate caution, care and respect.

I understand that I may be photographed at this event. I consent to allow the use and reproduction of any and all photographs taken of me for promotional printed material, educational activities, and exhibits sponsored by the TTA.

This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void or for any reasons unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

If I am a parent or guardian of a minor participant, I consent to the child's participation and agree to all of the above provisions and agree to assume all of the obligations of this release on the child's behalf.

The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

TEAM CATEGORY: OPEN 90 + (combined ages of Team Members is 90 years or more)

FEES: Adult/\$50 Junior/\$40 *TTA Members - \$10 discount*

TEAM MEMBERS (PLEASE PRINT CLEARLY):

1) PRINT _____ SIGN _____

E-mail _____ Emergency Contact Name and Telephone Number

2) PRINT _____ SIGN _____

E-mail _____ Emergency Contact Name and Telephone Number

3) PRINT _____ SIGN _____

E-mail _____ Emergency Contact Name and Telephone Number

If Rider(s) is/are under 18:

1) Parent/Guardian PRINT _____ SIGN _____

2) Parent/Guardian PRINT _____ SIGN _____

3) Parent/Guardian PRINT _____ SIGN _____