

**TEWKSBURY TRAIL ASSOCIATION WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

(This Agreement to be signed separately by each Applicant for Membership)

For and in consideration of the Tewksbury Trail Association's ("TTA") acceptance of my Membership Application (attached) and my payment of Annual Membership Dues, I, the undersigned, 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 (the "Agreement"):

A. **RULES OF CONDUCT:** I hereby agree that I have read, understand, and agree to be bound by all Rules of Conduct as attached to this Agreement and as published at www.tta-nj.org, as amended from time to time.

B. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any TTA Event and/or utilization of the TTA's network of bridle paths, involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstance, including but not limited to insects; accidents involving other members, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; 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 AREA 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 N.J.S.A. 5:15-1 *et seq.*

C. **ASSUMPTION OF RISK:** 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, 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 damages, liabilities, losses, or expenses that I incur as a result of my membership in the TTA. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control while utilizing the TTA Trail Network or at any TTA Event.

D. **WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:** In conjunction with my membership in the TTA, 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, members, landowners; sponsors, or advertisers of any TTA Event; any charity or other beneficiary which may benefit from the TTA's activities; and all directors, officers, agents, contractors, and volunteers of any of the aforementioned parties (Individually and Collectively, the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my membership in the TTA, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

E. **COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** 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 reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS. I UNDERSTAND THAT ANY INFRACTION OF THE RULES OF CONDUCT MAY RESULT IN THE TERMINATION OF MY MEMBERSHIP.

I understand that I may be photographed at TTA events and/or while riding the TTA trails. 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.

By signing below, that I have read, understand, and agree to be bound by all applicable Rules of Conduct as described above. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities

as the result of such claim.

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.

1) PRINT _____ SIGN _____

E-mail _____ Emergency Contact Name and Telephone Number _____

2) PRINT _____ SIGN _____

E-mail _____ Emergency Contact Name and Telephone Number _____

If Member(s) is/are under 18:

1) Parent/Guardian PRINT _____ SIGN _____

Name of Minor Child _____

2) Parent/Guardian PRINT _____ SIGN _____

Name of Minor Child _____

RULES OF CONDUCT

Rules of Conduct ensure that TTA Members do not abuse the privilege of riding public and private lands. Membership may be revoked at any time for violation of any of these Rules of Conduct.

1. All Riders **MUST** be members of the TTA.
2. Riders **MUST WEAR AN ASTM/SEI-CERTIFIED HELMET/HARD HAT** with properly fitted chin strap and proper riding shoes/boots when riding the trails.
3. Membership identification tag must be visible to landowners at all time when riding the trails.
4. Group riding is limited to a maximum of 6 horses.
5. Respect the rights of property owners on whose lands we are permitted to ride. We are guests. When you meet landowners, please introduce yourself and thank them for allowing us to use their land.
6. Do not us any landowner's schooling facilities, jumps, rings, training tracks, playing fields, etc.
7. Be considerate of landowners' privacy. Keep voices down, walk horses on any driveway or trail that passes close to a house or a pasture with livestock.
8. Remove or kick aside manure on driveways. Remove manure from parking areas.
9. If you must open a gate to pass through, be sure to close it behind you.
10. Minors **MUST** be accompanied by an adult. Parents are responsible for deciding if their children are experienced enough to ride the trails safely and are responsible for the child's behavior and actions.
11. **NO SMOKING, NO ALCOHOL, NO DOGS, NO MOTORIZED VEHICLES, NO BICYCLES, NO LITTERING ON ANY TTA TRAIL!**