

# **FROST ON THE PUMPKIN**

**Every "PARTICIPANT, or RIDER (or PARENT/GUARDIAN), or HORSEOWNER" must submit a signed copy of the RELEASE OF LIABILITY & WAIVER OF CLAIMS / INDEMNIFICATION / HOLD HARMLESS AGREEMENT provided, prior to receiving a "Start Packet".**

## **RELEASE OF LIABILITY**

### **READ AND UNDERSTAND THIS BEFORE YOU SIGN!**

I/We the undersigned, (the "Rider/s or Participant/s") is permitted to participate in or volunteer at **The Frost on the Pumpkin Hunter Pace** sponsored or organized by the Newtown Bridle Lands Association, Inc. ("NBLA") on October 27, 2024 in Newtown, CT. The Rider and his/her parents or guardian (if Rider is less than 18 years of age) agree that NBLA, its officers, directors, agents, members, volunteers and assistants, as well as the landowners whose lands are used, crossed, abutted in this **The Frost on the Pumpkin Hunter Pace** (collectively the "Releases") shall not be liable for, and agree to release them from any accident, personal injury, death or property damage that may be sustained by any person or entity, including without limitation the Rider, as a result in whole or in part from the Rider's participation in **The Frost on the Pumpkin Hunter Pace**. This agreement is binding on the Rider and his/her parents or guardian whether or not said accident, personal injury, death or property damage is due in whole or in part to the negligence of the Releasees. The Rider and his/her parents or guardian agree to defend and indemnify the Releasees from any claims, demands or suits arising from the Riders participation in The Frost on the Pumpkin Hunter Pace, including without limitation those arising in whole or in part from the negligence of the Releasees.

I understand that horseback riding involves risks from natural and man-made conditions, including for example, failure of riders to control their horses, the existence of tree branches and roots, animal burrows, erosion, slippery and uneven footing, rocks and other conditions. I agree that natural and man-made conditions are an inherent risk of horseback riding. I voluntarily assume the risks of encountering these conditions, including without limitation conditions caused in whole or in part by the negligence of the Releasees.

### **WAIVER OF CLAIMS, INDEMNIFICATION, HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Participant, Horse Owner, Rider or Parent/Guardian (hereinafter "PARTICIPANT"), agrees to indemnify, defend, and hold harmless Windover Farm of Newtown, LLC and Curtis & Heidi Verdi (hereinafter collectively "OWNER"), including their agents and representatives, from and against any and all claims, suits, damages, liabilities, losses, expenses, fines, and causes of action, including attorneys' fees, court costs, expenses, and disbursements of any nature asserted against the Owner, its employees, family, and any or all third parties who bring a claim for bodily injury, death, personal injuries, or property damage (including loss of use thereof) arising out of, resulting from, or in connection with the access to and participation at Windover Farm, 26 Mount Nebo Road, Newtown, CT 06470. The obligations of the Participant hereunder shall be joint and several. Owner may proceed against one or more of the undersigned as Owner sees fit in its sole and absolute discretion.

In addition, the Participant and its agents agree to indemnify, hold harmless, and release the Owner from, and against, any and all damage or loss of any kind, nature, or type incurred by the Participant while riding, including but not limited to injury to the horse(s) or damage to riding equipment, vehicles, trailers, etc., not limited to any other participant(s), thereof, and arising, directly, or indirectly, from the access and attendance, as aforesaid.

I acknowledge that I have read the above Release of Liability and Waiver or Claims/Indemnification/Hold Harmless Agreement and fully understand and accept the terms as set forth.

Participant (or Parent/Guardian), Rider, or Horse Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_

Participant (or Parent/Guardian) or Rider, or Horse Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_

Participant (or Parent/Guardian) or Rider, or Horse Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_

*If the Participant is under the age of 18, a parent/guardian must ALSO sign this agreement.*

**DIRECTIONS:** From Exit 11 off 1-84 either direction: Left at end of ramp, Right on Route 25, left on Route 302, left on Boggs Hill, left on Mt. Nebo, follow signs. If using Google Maps, use 26 Mt Nebo Rd. The starting field is nearby.

**RULES AND REGULATIONS:**

- As with all of our events, we are guests on the property so please be respectful of the landscape, pedestrians and automobiles.
- **Pace entries must be received by Wednesday, October 20<sup>th</sup>.**
- Helmets are required for all riders – No exceptions.
- Horses must be in condition. NBLA officials have the authority to disqualify any animal that is in distress
- Passing of other teams on the course must be done at a WALK or risk disqualification.
- Proper trail etiquette is required at all times
- Please keep all dogs on leashes and clean up after them.
- There will be no refunds unless the pace is cancelled, or doctor/vet certificate is received before Pace Day.
- **Please bring your own refreshments. Due to COVID, only water will be available at the finish line.**
- Please bring water for your horse—none is available at the pace.
- Please clean up around your trailer before leaving
- **Every RIDER (or PARENT/GUARDIAN, PARTICIPANT, HORSEOWNER) must submit a signed copy of the RELEASE OF LIABILITY & WAIVER OF CLAIMS / INDEMNIFICATION / HOLD HARMLESS AGREEMENT provided below prior to receiving a "Start Packet".**
- Emergency Contact for your Team: Name \_\_\_\_\_ Phone \_\_\_\_\_
- Trailer size (for parking logistics): \_\_\_\_\_

By signing, I hereby authorize the NBLA, its board members, volunteers and agents, the use of any photographs, images, and videos taken in connection with the event for use on the NBLA website, various social media accounts, and news media.

I have read the above and have agreed to the terms:

Rider #1 Signature \_\_\_\_\_ (of parent/guardian if under age 18) Date \_\_\_\_\_

Rider #2 Signature \_\_\_\_\_ (of parent/guardian if under age 18) Date \_\_\_\_\_

Rider #3 Signature \_\_\_\_\_ (of parent/guardian if under age 18) Date \_\_\_\_\_

**HAVE A SAFE AND ENJOYABLE TIME AT OUR EVENT!**