



RELEASE, COVENANT NOT TO SUE, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

The Long Run Hounds, Inc., a nonstock and nonprofit corporation, and its officers, directors, members, employees, and agents (hereinafter known as "The Long Run Hounds"), as well as owners of any real property located in the Commonwealth of Kentucky and their tenants (including, but not limited to Ina Bond, Austin Musselman and Ashbourne Farms, LLC, and all others who have consented to The Long Run Hounds hunting their property) and the owners of property and their tenants which may hereafter consent to The Long Run Hounds hunting their property (the "Landowners"), have made it possible for me to engage in the sport of fox and coyote hunting on horseback ("fox hunting), riding and participation in related activities (including clearing and maintenance of trails) and the Landowners have given me permission to come upon and use their land for these limited purposes.

I (we) understand and acknowledge that any involvement with horses and fox hunting can be hazardous and that riding to hounds, riding and participation in related events are athletic events which involve numerous risks of injury; that horses are often unpredictable and difficult to control, and that horses and people may be injured during said activity for a variety of reasons, including but not limited to conditions existing on the land. In exchange for the privilege of riding, fox hunting and participation in related events with the Long Run Hounds and for permission to come upon the land for said purposes, I (we) voluntarily and expressly agree that:

(1) Neither the Long Run Hounds nor the Landowners warrant or represent that the land or improvements thereon are safe or suitable for the purpose of fox hunting;

(2) I (we) knowingly and voluntarily expressly assume all risks and dangers of such involvement and assume the risk of any injury I (we) or my (our) horses may sustain arising out of the condition of said land or improvements thereon,

(3) I (we) (my heirs) agree not to sue the Long Run Hounds or the Landowner(s) of property where any of the activities mentioned above may take place, and I (we) (my heirs) waive and release the Long Run Hounds and the Landowners from liability from any injury to me or my property arising out of or in any way related to use and/or maintenance of such property, including but not limited to any claim which rises out of the condition of the land or improvements thereof, natural and artificial hazards, the Landowners' failure to warn of any conditions or hazards known or unknown and the Landowners' negligence in creating, maintaining or failure to remedy any condition or hazard on the land or improvements thereof. This covenant not to sue, waiver, and release includes but it is not limited to bodily injury, death, property damage, loss, contribution, indemnity, or any other claims which I (we), (my heirs) may ever have against the Long Run Hounds, their agents or employees, or any Landowner(s).

(4) I (we) (my heirs) also agree to defend and indemnify and hold harmless the Long Run Hounds and any Landowner(s) involved from any expenses, damages or judgments, including any legal expense, reasonable attorneys' fees, claims for contribution or indemnification resulting from claims by third parties arising out of my (our) activities mentioned above or the use of any property in relation to any such of my (our) activities and, if applicable, the claims by my (our) children listed below or at majority.

(5) I (we) also acknowledge and agree that I (we) have, or it is our responsibility to obtain and keep in force sufficient insurance coverage (including but not limited to liability, health and life) to protect me (us) from any expense, liability claims or damages mentioned or included in this agreement and that whether or

not I (we) obtain such insurance and whether or not such insurance is sufficient, the provisions above shall be fully effective and enforceable and I (we) will be bound and liable thereunder.

(6) I (we) acknowledge the existence of KRS 150.645 (Liability of landowner consenting to hunting, fishing, trapping, camping, or hiking on premises) a copy of which is printed on the reverse side hereof, and agree that this Release is in addition to said statutory provisions and not in lieu thereof.

This document is intended to and does bind me, my spouse, my heirs, my minor children, and legal representatives.

Date: _____ Signature: _____

Printed Name: _____

WARNING

Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risk of injury or participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.

150.645 Liability of landowner consenting to hunting, fishing, trapping, camping, or hiking on premises -- Claims for property damage by state employees participating in wildlife management practices.

(1) An owner, lessee or occupant of premises who gives permission to another person to hunt, fish, trap, camp or hike upon the premises shall owe no duty to keep the premises safe for entry or use by the person or to give warning of any hazardous conditions on the premises, and the owner, lessee, or occupant, by giving his permission, does not thereby extend any assurance that the premises are safe for such purpose, or constitute the person to whom permission is granted an invitee to whom a duty of care is owed. The owner, lessee, or occupant giving permission for any of the purposes stated above shall not be liable for any injury to any person or property caused by the negligent acts of any person to whom permission is granted. This section shall not limit the liability which would otherwise exist for willful and malicious failure to guard or to warn against a dangerous condition, use, structure, or activity; or for injury suffered in any case where permission to hunt, fish, trap, camp, or hike was granted for a consideration other than the consideration, if any, as set forth in KRS 411.190(1)(d), paid to said owner, lessee, or occupant by the state. The word "premises" as used in this section includes lands, private ways, and any buildings and structures thereon. Nothing in this section limits in any way any liability which otherwise exists.

(2) Department employees who participate in bona fide wildlife management practices are agents of the department and state and, in the event property damage does occur, a claim for property damages may only be brought in the Board of Claims pursuant to KRS 44.070.

Effective: July 13, 2004

History: Amended 2004 Ky. Acts ch. 85, sec. 1, effective July 13, 2004. --

Amended 1998 Ky. Acts ch. 275, sec. 4, effective July 15, 1998. -- Created 1968 Ky. Acts ch. 38, sec. 29.