

FULKERSON WINERY
LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

THIS IS A RELEASE OF LEGAL RIGHTS.
READ AND BE SURE YOU UNDERSTAND IT BEFORE SIGNING.

1. I understand that Fulkerson Winery does not require my participation in the **Derby at the Vineyard** (hereafter called "Activity") on **06/18/2022**. I understand that Fulkerson Winery is not responsible for any theft, damage or loss to my personal property while participating in Activity. I understand that if I choose to participate in any other events, activities, excursions, or modes of transportation during the course of the Activity, which are not included or part of the scheduled Activity, that I do so voluntarily, and that Fulkerson Winery is not responsible for me or my actions. I understand that equestrian activities are inherently dangerous and that **UNDER NEW YORK LAW, AN EQUINE PROFESSIONAL OR EQUINE ACTIVITY SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO SECTION 18-304 OF THE GENERAL OBLIGATIONS LAW.** .

2. I fully understand and appreciate the damages, hazards, and risks inherent in activities associated with the Activity, in transportation to and from Activity, and in any actions I undertake during the time period which are or are not part of my direct participation in Activity, which dangers include but are not limited to bodily injury, including tripping, falling, sprains, strains, dislocations, lacerations and/or cuts, burns, bruises, concussion, contusions, broken bones, spinal injuries, paralysis, eye injury, ear injury, injury to and/or loss of teeth, neck injury, contact with other participants, officials, volunteers, spectators and/or derby directors, exposure to heat and or cold, allergic reactions, insect bites and stings, loss of consciousness, and serious or even mortal injuries, including death, property damage, accident, sickness, acts of terrorism, government intervention and acts of God.

3. Knowing the dangers, hazards, and risks of such activities, and being permitted to participate in Activity, on behalf of myself, my family, heirs, and personal representatives or administrators, I the undersigned, agree to assume all risks and responsibilities surrounding my participation in Activity, transportation to and from Activity, and I hereby release, waive, forever discharge, and covenant not to sue Fulkerson Winery, its governing board, officers, agents, employees, and students acting as employees (hereafter called "Releasees"), from and against any and all liability for harm, injury, damage, delays, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or any property belonging to me, whether caused by negligence or carelessness of Releasees, or otherwise, while in, on, upon, or in transit to or from the premises where Activity, or any adjunct to Activity is conducted.

4. I understand and agree that Releasees have no medical personnel at location of Activity. I understand and agree that Releasees are granted permission to authorize emergency medical or dental treatment, if necessary, and that such action by Releasees shall be subject to terms of this Agreement. I understand and agree that Releasees assume no responsibility for injury or damage which arises out of or in connection with authorized emergency medical or dental treatment.

5. It is my express intent that this Release shall bind me, members of my family, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant Not to Sue" the above-named Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my family, arising out of my participation in the Activity.

6. In signing this Release, I acknowledge and represent that I have fully informed myself of this waiver's content and hold harmless agreement by reading it before I sign and understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand the risks of participating in Activity but want to do so despite possible dangers and risks and despite this Release.

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7. In signing this release, I state that I have no health related reasons or problems which preclude or restrict my participation in Activity, that I have adequate health insurance necessary to pay any and all medical costs that may be attendant as a result of injury to me, that I am fully competent to sign this Agreement, and that I execute this release for full, adequate, and complete consideration fully intending to be bound by same.

8. I agree that this Release shall be construed in accordance with the laws of the State of New York. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

IN WITNESS WHEREOF, I have executed this release this ____ day of _____, 20__.

_____/_____
Participant's Signature **Date**

Participant's Printed Name _____

Participant's Phone #: () _____

Participant's Street Address: _____

City: _____ State: _____ Zip: _____