

NHSPFS POINT-TO-POINT WAIVER OF LEGAL RIGHTS AND EXCLUSION OF LIABILITY

[This is a legal document and should be read carefully]

CONTEXT:

1. Many Hunts run point-to-points and provide facilities therefor, including car parking, tents, ambulances, doctors, vets and farriers, mostly with voluntary help.
2. The provider of the jumps inspects them prior to and during racing.
3. The IHRB are responsible for ensuring the suitability of the courses provided by the Point-to-Point organisers.
4. All riders are obliged to be properly equipped as specified by and supervised by IHRB
5. No racing on the day can take place unless the IHRB are satisfied with the condition of the course and the eligibility of rider and horses.
6. Point-to-point riding is a very dangerous sport

INSURANCE:

It is impossible for the organisers of point-to-points to obtain insurance for riders injured while racing.

Landowners and Hunts/organisers could not run point-to-points if they were exposed to claims by jockeys.

WAIVER AND EXCLUSION OF LIABILITY

Following legal advice I, the undersigned, in the light of the above hereby AGREE for myself and for my legal personal representatives to WAIVE my legal right to sue the Hunt, Masters, Committee, Trustees, organisers, staff, all persons assisting the Point-to-Point Committee and the landowners over whose land the Point-to-Point is run, and other persons having any connection with the promotion and/or organisation

and/or conduct of point-to-points as envisaged by Section 34 of the Civil Liability Act 1961 for negligence, breach of duty, breach of statutory duty or for any other cause of action arising from any injuries or losses incurred by me.

Following legal advice I agree to waive all legal rights and remedies I may have as against the organisers, the Hunt, Masters, Committee, Trustees, staff, all persons assisting the Point-to-Point Committee and the landowners over whose land the Point-to-Point is run and other persons having any connection with the promotion and/or organisation and/or conduct of point to points from any liability arising out of any accident howsoever caused resulting in damage and/or personal injury to me and/or to property.

Due to the impossibility of having waivers signed at each Point-to-Point, this waiver is signed and agreed by me to cover any Point-to-Point in the Republic of Ireland or Northern Ireland covered by the NHSPFS scheme whenever I take part therein.

I note that I am obliged to provide a copy of this signed and witnessed document at every Point-to-Point covered by the NHSPFS scheme and failure to do so will result in the Organisers preventing my participation.

Signed: _____

Address: _____

Date: _____

I: _____

consent for data protection purposes to this waiver being held and used by the hunt committees that run Point-to-Points under the NHSPFS scheme.

Dated: _____

Signed: _____

I _____ Solicitor, of _____

Hereby confirm that I have read and explained the meaning and effect of this document to the signatory above who has signed it in my presence

Signed: _____