

# 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. Point-to-Points are held in accordance with Irish National Hunt Steeplechase Regulations for Point-to-Point Steeplechases.
4. Point-to-point riding is a very dangerous sport

## INSURANCE:

It is impossible for the organisers of point-to-points to obtain insurance for jockeys 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

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/organisations assisting the Point-to-Point Committee and the landowners over whose land the Point-to-Point is run, and other persons/organisations 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.

I agree to ABSOLVE the Hunt, Masters, Committee, Trustees, organisers, staff, all persons/organisations assisting the Point-to-Point Committee and the

landowners over whose land the Point-to-Point is run and other persons/organisations 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

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.

**The foregoing Waiver and Exclusion of liability by me is given on the basis and understanding that it will only apply when I participate in point to points as a rider and the injuries or losses sustained by me arise therefrom.**

I consent for data protection purposes to this waiver being held and used by \_\_\_\_\_

\_\_\_\_\_

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: \_\_\_\_\_