

**EQUINE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

**Warning: Under North Carolina Law, An equine activity sponsor or equine professional shall not be liable for any injury to, or the death of a participant in equine activities resulting exclusively from the inherent risk of equine activities.**

**Chapter 99E of the North Carolina General Statutes**

"Equine" means a horse, pony, mule, donkey, zebra or hinny.

"Inherent risks of equine activities" means those dangers or conditions that are an integral part of engaging in an equine activity, including any of the following:

- a. The possibility of an equine behaving in ways that may result in injury, harm, or death to persons on or around them.
- b. The unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals.

"Participant" means any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

By signing this Equine Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (Release), I represent that I have read this agreement and that I fully understand the agreement. These Equine activities involve the risk of serious bodily injury including but not limited to permanent disability, paralysis and even death. I represent that I am in good health and proper physical condition to participate in these activities. I understand the nature and risk of participating in Equine activities. I understand that this release is intended to include all activities whether on or off the equine.

I have read this EQUINE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT from Foxwood Equestrian Center and I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature. I intend this to be a complete and unconditional release of all liability to the greatest extent allowed by law which includes employees, volunteers, officers and contract employees of Foxwood Equestrian Center and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. I further agree to indemnify, defend and hold Foxwood Equestrian Center and their officers, directors, employees, volunteers and agents, harmless from any liability relating to personal injury or injury to real or personal property of any kind arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the undersigned. This Release is governed by the law of the State of North Carolina.

By signing this agreement I am stating that I have read and understand this agreement.

Printed Name of Participant \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Signature of Participant \_\_\_\_\_

PARENTAL CONSENT (Only needs to be signed and dated, if the participant is under the age of 18)

I, \_\_\_\_\_ the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I have read and understand the above EQUINE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AGREEMENT.

Printed Name of Parent/Legal Guardian \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Legal Guardian \_\_\_\_\_

Emergency Phone # \_\_\_\_\_