

FENCE EQUESTRAIN CENTER

NAME: _____

ADDRESS: _____ CITY, ST, ZIP: _____

RELEASE OF LIABILITY

Under North Carolina Law, an equine activity sponsor or equine professional is not liable for an injury or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities (Chapter 99E of the North Carolina General Statutes). As a passholder/guest of FENCE, I hereby knowingly execute this waiver of the right to sue and do hereby agree to assume all risks associated with participation in any ride sponsored by FENCE, or in riding on the premises as a passholder/guest of FENCE.

I agree that my participation in the ride involves certain inherent risks, which include, but are not limited to, the following: (1) horseback riding involves being in remote areas for extended periods of time, far from communications, transportation, and medical facilities; that these areas can have many natural and manmade hazard which FENCE cannot anticipate, identify, modify or eliminate, these hazardous surface/subsurface conditions including such things as rocks, trees, puddles, streams, fences, jumps and/or hard objects and/or holes, divots, ledges which could cause an equine to trip and/or fall and/or could strike a participant who falls from or is thrown from an equine; (2) that horses can behave in unpredictable ways which can result in accidents to anyone at any time, resulting in injury, severe injury, or death; (3) that an equine's reaction to sound, movements, objects, vehicles, persons, animals, scents or insects cannot be predicted.

I agree to take full responsibility for myself/my child, and the animal I/my child is riding. I will hold harmless FENCE, its employees, instructors, all ride personnel, and all property owners over whole land the ride crosses, their representatives, successors and assigns, for any accident, injury or loss that might occur due to my participation in the FENCE sponsored ride or while on the FENCE premises, and free from all liability for such injury or loss, including that due to negligence not caused by wanton or willful misconduct of FENCE, or event personnel. This release extends to all claims of every kind and nature whatsoever, whether known or unknown, and I expressly waive any benefits that I may otherwise have under provisions of the law of North Carolina relating to the release of known claims. I understand that this release constitutes a limitation on my legal rights. Any action instituted against FENCE must be filed in North Carolina State.

I further agree that any tack or articles of any nature let on the premises of FENCE is entirely at my own risk. This Waiver of Rights and Assumption of Risk supercedes all prior agreements and understandings and may not be changed or terminated orally, and no change or attempted waiver of any of the provisions hereof shall be binding unless in writing. The undersigned verifies acceptance of risks and responsibilities for rider's and horses' conditions and certifies that all information on this form is correct to the best of his/her knowledge.

THIS AGREEMENT IS BINDING UPON MYSELF, MY SPOUSE, LEGAL REPRESENTATIVES, HEIRS, EXECUTORS AND ASSIGNS.

I HAVE READ THE ABOVE, UNDERSTAND IT, AND AGREE TO ABIDE BY THIS.

Signature: _____ Date: _____

(in case of a minor, parent or guardian MUST sign release)

Participant's Name (please print): _____

Parent/Guardian of minor (please print): _____

ALL Riding Members, and ALL parents/guardians of minors MUST sign and return this form to FETA.

FETA RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT, NOTICE OF HELMET REQUIREMENT AND APPLICABLE LAWS

***Read this Release Agreement carefully before signing.
Equestrian Recreation as a FETA Member is at your own risk.***

It is EXTREMELY DANGEROUS to trail ride and drive, transport equines or participate in any recreational activities involving equines, mounted, un-mounted or as a spectator, and to repair and maintain equestrian trails ("Equestrian Recreation").

It is my/my child's choice to join Foothills Equestrian Trails Association ("FETA"), a North Carolina not-for-profit organization dedicated to preserving equestrian trails, and to participate in Equestrian Recreation for my/our personal benefit and enjoyment. By signing this Release Agreement, I /my child accept all risks of participating in Equestrian Recreation as a FETA Member, and release and indemnify FETA and others from any and all liability for accident or injury, including death.

In exchange for permission to use **private property** (the "Property") for Equestrian Recreation, I/my child hereby acknowledge and agree that:

1. PROTECTED PARTIES ARE NOT RESPONSIBLE. FETA Members and guests use the Property for personal benefit and enjoyment. Neither (i) landowners (including lease or easement holders), (ii) FETA (including its board, officers, members, employees, contractors, agents and volunteers), nor (iii) anyone assisting in the event of an accident, (the "Protected Party/ies") is willing to accept any legal responsibility or liability for the welfare, safety or behavior of any Member or guest while engaging in Equestrian Recreation. *I/my child/guest fully understand and agree that (i) our Equestrian Recreation on the Property is completely at our own control and risk; (ii) my/our use of the Property and FETA Membership constitutes consideration for this Release Agreement, and (iii) I/we have had adequate time to review and understand the release of liability, assumption of risk, waiver of rights, creation of legal obligations, and other provisions of this Release Agreement.*

2. EQUESTRIAN RECREATION IS DANGEROUS. Equestrian Recreation is dangerous, and involves substantial inherent and other risks, including, without limitation: (i) The possibility of an equine behaving in dangerous ways which may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to such things as sound, sudden movement, unfamiliar objects, persons or other animals; equines acting in dangerous ways (e.g. bucking, rearing, kicking and "spooking") which may be difficult to control; (ii) Natural and man-made conditions and situations causing accident or injury (e.g. the presence of other equines and or livestock, wild animals, hikers, resident or roaming dogs, bicyclists, joggers, hunters, use of equipment, tools, machinery and vehicles, persons acting negligently or unlawfully, and inadequate or negligent emergency medical care); (iii) Dangerous trail conditions caused by weather, water, waterways, soil and subsurface conditions, trees, vegetation, and other natural or man-made causes, including neglect or negligent maintenance and repair; and (iv) remote, inaccessible Property, difficult to find or lacking cellular telephone or emergency rescue services; and all other hazards, situations and conditions causing accidents and injuries. *I understand that Equestrian Recreation is dangerous, agree that no Protected Party is responsible for my/our safety and assume ALL risks, foreseeable and unforeseeable, which I/we may encounter on the Property. I have explained these risks to my child/guest, who understand and accept these risks.*

3. SKILL, EXPERIENCE AND PHYSICAL ABILITY REQUIRED. Safe participation in Equestrian Recreation requires personal skill, experience and competence. Accident, injury, death, loss or damage may result from rider or equine inexperience, lack of skill or knowledge, physical conditions or limitations, or other factors. *I/my child/ guest are competent to independently engage in Equestrian Recreation, will not depend on the skill and experience of others when using the Property, and have no physical conditions or limitations which could adversely affect my/our safe participation in Equestrian Recreation.*

4. SAFETY HELMETS AND EQUIPMENT. Safety Helmets are required at all times while on the Property. Properly fitted and secured helmets that meet or exceed the quality standards of the SEI Certified ASTM Standard F 1163 Equestrian Helmet are strongly recommended. Wearing a certified helmet may reduce the severity of some head injuries and possibly prevent death. Using shoes/boots with heels, protective vests, reflective clothing and other safety equipment is strongly recommended. *I/my child/guest will wear a safety helmet on the Property. I/we take full responsibility for the choice and proper use of protective helmets and other recommended safety equipment.*

5. PARENTS ARE RESPONSIBLE FOR CHILDREN. The equestrian trails on the Property are not an attractive nuisance and parents are solely responsible for supervising Equestrian Recreation of minor children. *I will not permit my child to participate in Equestrian Recreation or use the Property without such skill, experience and supervision as I deem necessary for his/her safety. I am responsible for any accident or injury to him/her unless caused solely and exclusively by the personal gross negligence or intentional misconduct of the Protected Party.*

6. MEMBERS ARE RESPONSIBLE FOR GUESTS. Members may bring Guests on the Property in compliance with the FETA Rules Agreement. Members are responsible for Guests' safety and behavior and must accompany them at all times. Members are responsible for obtaining a properly executed Guest Release Agreement after explaining the risks assumed in Equestrian Recreation on the Property and giving the guest an opportunity to read and understand that agreement, and must return it to FETA prior to using the Property. *I agree to assume legal responsibility for, and indemnify the Protected Parties against, any liability for loss, damage or injury, including death, to my/our guest unless caused solely and exclusively by the personal gross negligence or intentional misconduct of the Protected Party.*

7. CHOICE OF APPLICABLE LAW. No fee has been paid to any Protected Party for use of the Property or Equine Recreation. FETA Members pay dues for the maintenance and repair of the trail system to permit continued Equestrian Recreation and prevent environmental damage, for membership functions and benefits and for other purposes of the organization. *I/we joined FETA and pay dues in order to support the purposes of the organization. In the event that a court of competent jurisdiction refuses to uphold some of the provisions of this Release Agreement and an issue of applicable law arises, I/we agree to the application and limitations of liability of the North Carolina and South Carolina Recreational Use Statutes and other federal and state law relating to volunteers, Good Samaritans, and negligence, including limitations for my/our contributory negligence. I/we understand that liability is also limited pursuant to the NC and SC Equine Activity Statutes, if applicable. This Agreement is intended to provide cumulative protection to the Protected Parties together with any prior agreements I have previously made, which I hereby ratify and confirm.*

WARNING: Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

WARNING: Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9, Title 47, Code of Laws of South Carolina, 1976.

I/MY CHILD PARTICIPATE IN EQUESTRIAN RECREATION FOR PERSONAL BENEFIT AND ENJOYMENT. MY/OUR PERMISSION TO USE THE PROPERTY FOR EQUESTRIAN RECREATION IS CONTINGENT UPON ACCEPTANCE OF THIS RELEASE AGREEMENT AND FETA RULES. I/MY CHILD ACKNOWLEDGE THAT PROTECTED PARTIES ARE NOT ABLE TO MONITOR OR ENSURE MY/OUR COMPLIANCE WITH THIS RELEASE AGREEMENT OR FETA RULES, AND FAILURE TO ENFORCE IS NOT A WAIVER OF RIGHTS.

I/MY CHILD ASSUME ALL RISK OF EQUESTRIAN RECREATION ON THE PROPERTY. I/WE HEREBY COMPLETELY RELEASE, WAIVE, DISCHARGE AND HOLD THE PROTECTED PARTIES HARMLESS FROM ANY LIABILITY FOR ANY ACCIDENT, INJURY, LOSS OR DAMAGE, INCLUDING DEATH, TO OURSELVES OR OUR GUEST(S) UNLESS CAUSED SOLELY AND EXCLUSIVELY BY THE PERSONAL GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SUCH PROTECTED PARTY. I/MY CHILD, OUR HEIRS, EXECUTORS, ADMINISTRATORS OR OTHER REPRESENTATIVES, WILL NOT BRING ANY CLAIM, CAUSE OF ACTION, AND/OR LIABILITY SUIT AGAINST ANY PROTECTED PARTY, AND HEREBY AGREE TO REIMBURSE AND INDEMNIFY ANY PROTECTED PARTY FOR ALL COSTS AND EXPENSES INVOLVED IN DEFENDING, OR DAMAGES AWARDED, IN ANY CLAIM BROUGHT BY ANY PERSON AS A RESULT OF SUCH ACCIDENT, INJURY, LOSS OR DAMAGE TO ME/MY CHILD/GUEST, INCLUDING DEATH.

**I HAVE READ AND UNDERSTAND ALL PROVISIONS OF THIS RELEASE AGREEMENT.
I AM GIVING UP LEGAL RIGHTS, CREATING LEGAL OBLIGATIONS, AND ASSUMING ALL RISKS.**

Print Name/Age: _____ Signature: _____ Date: _____

MINORS: ALL PARENTS/GUARDIANS MUST SIGN

Mother: _____ Signature: _____ Date: _____

Father: _____ Signature: _____ Date: _____

Guardian(s) _____ Signature(s) _____ Date: _____

Emergency Contact(s)/Information: _____