



NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

CITY, ST, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

EMERGENCY CONTACT (name and phone) \_\_\_\_\_

**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 litigate 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 hazards 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 facility and event personnel, and all property owners over whose 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 the State of North Carolina.

I further agree that any tack or articles of any nature left 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 RELEASE.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(in case of a minor, parent or guardian MUST sign release)

Participant's Name (please print): \_\_\_\_\_

Parent/Guardian of minor (please print): \_\_\_\_\_

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