

**RELEASE, WAIVER, and INDEMNIFICATION AGREEMENT
NOTICE of APPLICABLE STATUTES
HELMET VARIANCE**

I choose (choose to allow my child) to participate at the Open Horse Show ("the Event") at Foothills Equestrian Nature Center ("FENCE"). I accept (accept on behalf of my child) all of the risks of participation in the Event and hereby agree to release, hold harmless, and indemnify FENCE and its officials, directors, managers, contractors, volunteers, show committee, employees, agents, representatives, heirs, and assigns ("Protected Parties") from any and all liability for accident or injury, including death, and loss of property while at the Event.

I acknowledge that every entry at the Event shall constitute an agreement and affirmation (as described below) by the rider, exhibitor or handler ("Participant") and on behalf of his/her trainer, manager, agent, coach, principals, representatives, and employees.

Participant hereby expressly:

- 1) agrees to obey all rules and guidelines of FENCE and the Event;
- 2) represents that every equine and handler is eligible as entered;
- 3) agrees to accept as final the decision of the Event Manager/Show Committee on any question arising under the FENCE or Event rules;
- 4) authorizes Protected Parties to use without compensation any photographs, films, or videotapes taken of Participant and his/her equine(s) while on the grounds and hereby waives any rights in connection therewith;
- 5) acknowledges that equine activities, competitions, and shows carry inherent risks of serious injury or death;
- 6) assumes completely all risk of injury, death or loss and agrees to be bound by the state laws regarding the inherent risk of serious injury or death (see below);
- 7) releases and agrees to hold harmless Protected Parties for and indemnify them against any and all claims for loss, injury, or damage, including death, from any cause, including the negligence of Protected Parties;
- 8) waives any and all claims which Participant and his/her assigns, heirs, guardians, next of kin, spouse, and legal representatives may have for injury or damage and agrees to indemnify and hold Protected Parties harmless against all claims, including for any injury or loss suffered in connection with the Event, whether or not such claim, injury or loss resulted directly or indirectly from the negligent acts or omissions of Protected Parties; and
- 9) acknowledges that **show exhibitors and visitors SHALL NOT LEAVE FENCE property**, the boundaries of which are marked by signs stating, "*You are leaving FENCE property.*" Trespassing on private property is a criminal offense, and violators are subject to prosecution. Adjoining riding and driving trails are open to FETA members only. FENCE exhibitors or visitors trespassing on private property will lose their privilege to use FENCE trails. Participant agrees not to trespass on private property and will not allow his/her minor children to trespass. Further, Participant agrees to (a) release and hold harmless Protected Parties and any private landowner from and against any and all claims, damages, and injuries, including death, resulting from trespassing on private property, (b) waive any cause of action resulting from same for any cause, including negligence, and (c) indemnify Protected Parties and private landowners for any damages resulting from the trespass.

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 an equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9 or Title 47, Code of Laws of South Carolina, 1976.

I am at least 18 years of age or I am a parent/guardian signing on behalf of a minor. I understand that all of the above terms are contractual and not a mere recital. I am giving up legal rights, creating legal obligations, and assuming all risk of loss, injury, or damage. I have read and understand this agreement.

ADULT PARTICIPANTS

Signature: **X** _____ Date: _____
PRINT Name: _____ Phone Number: _____
Address: _____ Email: _____

MINOR PARTICIPANTS

Signature: **X** _____ Date: _____
[Parent/Guardian] _____
PRINT Name: _____ Minor's Name: _____
Address: _____ Phone Number: _____
Email: _____



**Participants not wearing helmets must READ and SIGN this Helmet Variance.
Helmets are mandatory for all Hunter Over Fences classes (no variance).**

I choose (choose to allow my minor child) to participate in the Event without a riding helmet. I acknowledge that FENCE requires a helmet for all equestrian activities, and I seek a variance of FENCE's helmet requirement. I am fully aware of the dangers from not wearing a helmet while engaging in equestrian activities, and on behalf of myself/my minor child, I assume all risk of bodily injury, death, and other damage whatsoever from not wearing a helmet. In addition to the above executed Agreement, I specifically release Protected Parties from any and all actions, claims, or demands that I/my minor child, and my/his/her assigns, heirs, guardians, next of kin, spouse, and legal representatives may have for loss, injury, or damage resulting from my/my minor child not wearing a helmet.

Signature of **Adult Participant** or
Parent/Guardian of Minor Participant

X _____ Date: _____: