



FOOTHILLS EQUESTRIAN NATURE CENTER

TEAM NUMBER: _____

RELEASE AND WAIVER

Every entry at a competition shall constitute an agreement and affirmation by trainer, manager, agent, coach, driver, rider, handler, their principals, representatives, employees and agents, that they 1) will obey all local rules of the competition; 2) represent that every horse, rider, driver and handler is eligible as entered; 3) agree to be bound by the rules of inherent risk of serious injury or death (see reverse) and, by participating in the competition, accept as final the decision of the Horse Show on any question arising under said rules and agree to hold the competition, its officials, directors and employees, harmless for any action taken; 4) agree that as a condition of entry, they authorize the competition management to market, transfer, assign or otherwise make use of any photographs, likenesses, films, broadcasts, cablecasts, and audiotape taken of the horse(s) and participant(s) while on the grounds, incident to or in transit between stabling facility and event site, in any way they see fit for promotion or any coverage for the benefit of the event, without compensation to any of them, so long as the use neither jeopardizes amateur status nor endorses a specific product or service, and hereby expressly and irrevocably waive and release any rights in connection with such coverage, including any claim to invasion or privacy, right of publicity, or to misappropriation; and, 5) agree that they participate voluntarily in the competition fully aware that horse sports carry inherent risks of injury or death and that by participating they expressly assume any and all risk of injury or loss, and they agree to indemnify and hold the competition and its officials, directors, employees, and agents harmless against all claims including for any injury or loss suffered in connection with the competition, whether or not such claim, injury or loss resulted directly or indirectly from the negligent acts or omissions of said officials, directors, employees and agents. 6) Show exhibitors and FENCE visitors may not leave FENCE property, which is clearly 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.

The undersigned agrees that they will not trespass on private property or allow their minor child(ren) to trespass. Further, the undersigned hereby agrees to, (i) release and hold harmless FENCE and any private landowner from and against any and all cost, damages, and injuries, including death, resulting from their trespass on private property, (ii) waive any cause of action resulting from same for any cause, including negligence, and (iii) to indemnify such parties 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 of Title 47, Code of Laws of South Carolina, 1976.

CIRCLE ONE: Field Hunter (faster pace) Trail Rider/Hill Topper (relaxed, slower pace)

Signature of rider or legal guardian: _____ Date: _____

Print Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

OFFICE USE ONLY

Neg. Coggins: _____ Waivers Completed: _____ Payment: _____

2006-2007 FETA MEMBERSHIP APPLICATION FORM #2
RULES AGREEMENT

FETA trails are located on private property owned by Landowners. FETA arranges use of trails for its members, and such use is a privilege, not a right. Permission to use the trails is conditioned on acceptance and compliance with the following rules. Landowners may refuse permission to any member to use the trails at any time. Violations of FETA Rules for riding on private property revoke permission for use, and may result in a warning, suspension or revocation of FETA membership, at the sole discretion of the FETA Board of Directors.

FETA RULES:

1. TRAIL USAGE. Trail use is limited to mounted riding or carriage driving by members and authorized guests during daylight hours when the trails are open. No riding/driving permitted when the trails are closed. It is the member's responsibility to call 828-859-9021 x 21 for trail status. Stay on marked trails and the edge of open fields. Obey the posted signs. Leave gates as you found them. You must wear an ASTM/SEI safety helmet {while riding/driving. }
2. BEHAVIOR: Practice safe horsemanship. Walk when approaching other riders or walkers and on wet trails. Ride/drive slowly and be as quiet as possible near residences, stables or pastures with animals. Treat others with courtesy and respect.
3. PROHIBITED ACTIVITIES: Unless specifically permitted by a landowner, do not: eat, drink alcoholic beverages, litter, smoke, ride or walk with dogs or other animals, including un-mounted horses. No bikes or motor vehicles. No more than 6 riders may ride together.
4. LANDOWNERS. FETA trails are on private property. Be courteous and appreciative to Landowners. Do not use anything belonging to a Landowner, including rings, jumps, picnic tables, ponds/lakes or boats. Do not pick their fruit, flowers or produce. Do not ride/drive on unmarked trails or in unauthorized places. Landowners' dogs or other animals may be on the trails, and landowners may be using the trails for their own recreational purposes, such as biking or riding ATVs. Landowners may be using equipment or machinery on or near the trails. DO NOT accost landowners regarding their use of their property.
5. COGGINS TESTS: You must provide for our files a current Coggins test for every horse used on the trails. All guests must carry current Coggins tests.
6. GUESTS. All Members must accompany their guests at all times, and are responsible for their compliance with the rules. Each guest must sign a Release and Waiver before using the trails, which must be sent to FETA before trail use. 6 guest passes per year are included. You are legally responsible for any damages resulting from your failure to obtain a properly executed guest release. Be sure the guest has a guest tag on their person and has placed a guest parking tag in their towing vehicle.
7. TAGS & DECALS. Always display your FETA tag, placing it on the LEFT side of your saddle or bridle. Show your tag upon request of a Landowner, FETA steward or other FETA member. Always display the FETA decal on the driver's side of your back window or the lower corner of the driver's side front window of your towing vehicle—not on your trailer. Vehicles without decals may be towed.
8. BOARDERS. Boarding stable operators are responsible for ensuring that boarders using the trails join FETA as riding members. The FETA membership of an out of area rider expires when their horse is no longer boarded in the FETA area.

I AGREE TO COMPLY WITH THE FETA RULES AND WITH THE DECISION OF THE BOARD OF DIRECTORS REGARDING THE STATUS OF MY MEMBERSHIP.

Print Name: _____ Signature: _____ Date: _____
Print Name: _____ Signature: _____ Date: _____
Print Name: _____ Signature: _____ Date: _____
Print Name: _____ Signature: _____ Date: _____