



FOOTHILLS EQUESTRIAN NATURE CENTER

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.

Signature of rider or legal guardian: _____ Date: _____

Print Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Phone: _____