



Liability Release / Waiver

EQUINE PROFESSIONAL'S NAME IS Ellen Kimsey, or Elle Kimsey, hereinafter known as "Instructor." Other "Instructor"s include Tess Sevelow-Lee, Chrissie Schalkoff, and Brittany Nave.

Please read carefully before signing.

Participation in this activity may possibly result in serious injury. The instructor cannot guarantee your safety or that of your horse. It is hereby agreed to as follows that:

A. Registration of Riders and Agreement of Purpose

I, the following individual hereinafter known as the "Rider", and/or the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding and that this Rider will ride his/her own horse or one borrowed or leased by Rider's own arrangement today and on all future dates:

RIDER NAME: _____

B. Agreement Territory and Definitions -- This agreement shall be legally binding upon me the registered Rider, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of North Carolina, USA . Any disputes by the Rider shall be litigated in and venue shall be North Carolina, USA.

The term "Horse" herein shall refer to all individuals of the equine species. The term "Riding" herein shall refer to **riding or otherwise handling of horses, whether from the ground or mounted**. The term "Rider" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "me", "my" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

C. Activity Risk Classification – Horseback riding is classified as "rugged adventure recreational sport activity," and there are numerous inherent risks always present in such activity despite any

and all safety precautions. Horse related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in some other activities.

D. Nature of Riding Horses – No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to ground it will generally be at a distance of from 31/2 to 51/2 feet, and the impact may result in injury to the rider. A horse may at any time act according to its natural survival instincts which may include, but are not limited to: stopping short, changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; or running from danger.

E. Rider Responsibility – Upon entering into this activity, the Rider shall be responsible for his/her own safety. Both the Rider and Instructor reserve the right to terminate the activity at any time due to safety concerns.

F. Warning of Inherent Risk and Instructor Responsibility

WARNING

Under North Carolina law, an equine activity sponsor or equine professional is not liable for 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.

As stated in the Equine Activity Liability Act, N.C.G.S.A. § 99E-1 to 99E-9: “(a) Except as provided in subsection (b) of this section, an equine activity sponsor, an equine professional, or any other person engaged in an equine activity, including a corporation or partnership, shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities and, except as provided in subsection (b) of this section, no participant or participant's representative shall maintain an action against or recover from an equine activity sponsor, an equine professional, or any other person engaged in an equine activity for injury, loss, damage, or death of the participant resulting exclusively from any of the inherent risks of equine activities. In any action for damages against an equine activity sponsor or an equine professional for an equine activity, the equine activity sponsor or equine professional must plead the affirmative defense of assumption of the risk of the equine activity by the participant.

Nothing in subsection (a) of this section shall prevent or limit the liability of an equine activity sponsor, an equine professional, or any other person engaged in an equine activity if the equine activity sponsor, equine professional, or person engaged in an equine activity does any one or more of the following:

- (1) Provides the equipment or tack, and knew or should have known that the equipment or tack was faulty, and such faulty equipment or tack proximately caused the injury, damage, or death.
- (2) Provides the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity or to safely manage the particular equine.
- (3) Commits an act or omission that constitutes willful or wanton disregard for the safety of the participant, and that act or omission proximately caused the injury, damage, or death.

(d) Nothing in this section shall be construed to conflict with or render ineffectual a liability release, indemnification, assumption, or acknowledgment of risk agreement between a participant and an equine activity sponsor or an equine professional.

G. Conditions of Nature – INSTRUCTOR is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

H. Accident/Medical Insurance – Should medical treatment be required, the Rider and Rider’s own accident/medical insurance company shall pay for all such incurred expenses.

I. Protective Headgear Warning – I have been fully warned and advised by Instructor that I, the Rider, should purchase and wear a riding helmet that is ASTM/SEI Certified, and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence.

J. Liability Release – I, the Rider, and the parent or guardian thereof if a minor, do agree to hold harmless and release Instructor Ellen Kimsey from legal liability; and I do further agree that except in the event of Instructor gross negligence and willful and wanton misconduct, I shall not bring any claims, demand, legal actions and causes of action, against Instructor, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward while riding, handling, or otherwise being near horses under the instruction of Instructor.

All Riders and Parents or Legal Guardians must sign below after reading this entire document: SIGNER STATEMENT OF AWARENESS I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

DATE _____

SIGNATURE OF RIDER (Parent must sign for rider 17 & under.)

SIGNATURE OF PARENT, or GUARDIAN (Please print & Sign)

_____ signing for _____

DATE _____