

All participants must sign a release of liability waiver.

**Elk Mountain Riding Company
Agreement for Riding Instruction, Equine Activity Liability Release,
Waiver of Right to Sue
And Assumption of All Risks**

This Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks (“ this agreement”) is hereby given by the undersigned to Elk Mountain Riding Company, Newland, NC, and any employees, an equine sponsor and/or equine activity professional (the “sponsor/professional”) and to the sponsor/professional as agent for and for the benefit of owner of land upon which an equine activity to which this Agreement relates is conducted (“owner”) and each partner, officer agent, employee, director, shareholder, subscriber, member, heir, personal representative, successor and assign of the (“sponsor/professional” or “owner” as their relationship may determine) provides as follows:

In consideration for the opportunities provided by the sponsor/professional and each owner to the undersigned “participant” (including any minor participant for whom he signs this Agreement) for the enjoyment of equine activities as the participant, the undersigned “participant” (including any minor participant for whom he assigns this Agreement) hereby agrees as follows:

1. **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 STATUTES**
2. This agreement is given in part under the above statute as it may now provide or be hereafter amended (‘the Act’). All terms defined by the Act is hereby incorporated in the Agreement by reference. This Agreement shall be so construed as to provide to the sponsor/professional the fullest protection of a release, waiver of right to sue and assumption of all risks which is afforded to the sponsor/professional by the Act and by general law
3. All pronouns shall be construed to include the masculine, feminine, or neuter as well as the plural or singular, as may be appropriate to facilitate the construction of this Agreement in the light of the facts presented.
4. The participant hereby acknowledges that he has full and complete notice and understanding of the Act And of all the risks inherent in equine activities which may cause, contribute to or result in death or personal injury of the participant or damage to the participant’s property (“the Risks”), including, but not limited to: (i) the propensity of an equine to behave in dangerous ways or to trip and/or fall; (ii)the inability of anyone whomsoever to predict or foresee an equine’s reaction to excitement, weather conditions, sound, movements, objects, persons, animals, reptiles, birds, or insects, other equine and the effects of such reactions; (iii) the hazards of surface of subsurface conditions, including but not limited to, objects or conditions on, under or protruding from the surface, both latent and patent; (iv) the hazards which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches and other debris and obstacles, and any equine activity in connection therewith, may foreseeable or unforeseeable present; (v) the dangers and risks of tack or harness slipping or breaking for whatever reason; (vi) the dangers and risks of becoming entangled in tack, harness or vehicles used in an equine activity for any reason
Whatsoever or for no identifiable reason; (viii) the dangers of being struck by an equine, or by a rider; (ix) any negligent act or omission by the sponsor/professional or any owner which causes or results in the death or personal injury of the participant or damage to the participant’s property; and (x) all other risks associated with horsemanship lessons, jumping lessons, ground training, pleasure, trail riding or equine related activities.
5. The participant hereby RELEASES and WAIVES all rights which he may have or hereafter have Against sponsor/professional and each owner for death, personal injury or property damage which is in any way associated with the Risks; he does hereby WAIVE his right to sue or to bring any action against the sponsor/professional or any owner in connection therewith; he agrees to INDEMNIFY and DEFEND the sponsor/professional and each owner from and to HOLD the sponsor/professional and each owner HARMLESS against any such suit or action; and he hereby expressly ASSUMES ALL RISKS AND DANGERS of death, personal injury and property damage which are in any way associated with Risks enumerated in paragraph 4, above.
6. The participant hereby authorizes and consents to any emergency medical care which may at the time

Appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine activity.

7. This Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the participant until expressly revoked by the participant in a written notice personally delivered to the sponsor/professional.
8. To the extent possible, this Agreement shall be construed in such manner as will render it, and each provision of it, fully enforceable; but if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall be deleted and the remainder of this Agreement shall continue in full force and effect.
9. If this Agreement is executed by the undersigned participant for and on behalf of a minor participant named below, the undersigned participant hereby warrants and represents that he is in fact the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor participant, his heirs, personal representatives, successors, and assigns; and the undersigned participant further agree that this Agreement shall also be as fully binding on the undersigned participant as if it were entered into solely on his own behalf.
10. Safety riding helmets are provided for EVERY rider, and are highly recommended. MINORS are required to wear a helmet.
11. **ELK MOUNTAIN RIDING COMPANY, nor the owner, employees, affiliates, or any helpers thereof holds any type of liability or equine-liability insurance. Please read the NC Statute Chapter 99E signs located on the property for your rights. By signing below, you acknowledge that you are aware that we do NOT carry insurance, and that any activity on the property is solely AT YOUR OWN RISK. All rights to sue the owner, its associates, or the company are hereby waived. INITIAL HERE _____**

This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participant.

I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING AGREEMENT, EQUINE LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE SPONSOR/PROFESSIONAL OR ANY OWNER FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

PARTICIPANT: _____ DATE: _____

Name: _____ Signature: _____

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I HEREBY CERTIFY that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____