

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.

Liability Release and Express Assumption of Risk Agreement This is a Release Agreement of Your Right to Sue

TRAIL RIDE AGREEMENT AND LIABILITY RELEASE FORM FOR INDIVIDUALS PARTICIPATING IN ACTIVITIES OR VISITING AT C&C FARM, here-in-after known as THIS STABLE located at 1399 MC Wilder Road, Louisburg, NC 27549.

PLEASE READ CAREFULLY BEFORE SIGNING. This form must be completed by and for each participant.

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.

This release may be used against you in a court of law if you sue THIS STABLE or any of ITS ASSOCIATES or RELEASED PARTIES or persons. (Please read carefully, fill in all blanks, and initial each paragraph before signing).

I, (print name) _____, hereby affirm that I am informed of the inherent dangers of horseback riding, driving, and other horse-related activities.

I understand and agree that neither C&C Farm, Darrell & Pat Cash, (referred to as THIS STABLE), Tracy Kenneway, Brigitte Stem, Donna Smith, Nathalie Seferovic and Tamara Winkel nor any of their respective employees, officers, agents, or assigns (hereinafter referred to as "ASSOCIATES") may be held liable or responsible in any way for any injury, death, or other damages, to me or my family or my property, heirs, or assigns that may occur as a result of my participation in this horse-related activity or as a result of negligence of any party, including the Associates, whether active or passive.

Initial the following:

_____ In consideration of being allowed to participate in this activity, with my body weight being no more than 230 lbs., I hereby personally assume all risks in connection with said activity, for harm, injury, or damage that may befall me or my property while so engaged, including all risks connected therewith, whether foreseen or un-foreseen.

_____ I further save and hold harmless said activity and THIS STABLE and ASSOCIATES from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in this activity, including both claims arising during the activity and/or afterwards.

_____ I also understand that horse-related activities may be physically strenuous and that I may be exerting myself during this activity. I further understand that horses may behave in unpredictable ways and potentially dangerous ways. I expressly assume the risk of injuries as a resultant from my participation in these potentially dangerous ways. I expressly assume the risk

**Liability Release and Express Assumption of Risk Agreement
This is a Release Agreement of Your Rights to Sue – Continued**

of injuries resulting from my participation in these activities and I will not hold the above listed individuals, companies, Associates or THIS STABLE responsible for the same.

_____ **I AGREE THAT:** In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein I, the RIDER, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge THIS STABLE, its owners, associates, released parties, agents, employees, officers, directors representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on its behalf (hereafter collectively referred to as “Associates”), of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown anticipated or unanticipated, due to THIS STABLE’S and/or ITS ASSOCIATES’ ordinary negligence; and I do further agree that except in the event of THIS STABLE’S gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in the clause, 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 in relation to the premises and operations of THIS STABLE, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE, whether on or off the premises of THIS STABLE.

_____ I further state that I am of lawful age (18 years or older) and legally competent to sign this liability release or, that I have acquired the written consent of my parent or guardian.

_____ I understand that the terms of this release are contractual and not a mere recital and I have signed this document on my own free act.

_____ **IT IS THE INTENTION OF** (print name) _____
BY THIS INSTRUMENT/AGREEMENT TO EXEMPT AND RELEASE C&C FARM, DARRELL AND PAT CASH, (THIS STABLE), TRACY KENNEWAY, BRIGETTE STEM, DONNA SMITH, NATHALIE SEFEROVIC AND TAMARA WINKEL (ASSOCIATES) AND RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY AS DEFINED ABOVE WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THIS STABLE, ITS ASSOCIATES, AND THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

_____ I HAVE FULLY INFORMED MYSELF OF THE CONTENT OF THIS LIABILITY RELEASE AGREEMENT AND EXPRESS ASSUMPTION OF THE RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

_____ I HAVE RECEIVED AND READ A COPY OF THE SAFETY RULES AND EMERGENCIES GUIDELINES FOR THIS STABLE (C&C FARM).

Participant’s Signature: _____ Date: _____

Signature of Parent or Guardian of Participant: _____ Date: _____