

Release Form

WARNING

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

1. I, _____, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Lisa Abernathy, her agents and employees, and Abernathy Farm, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).
2. I have read and fully understand the “WARNING” posted above.
3. I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks I hereby release that Abernathy family, employees and anyone else directly or indirectly connected with the farm from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse owned or operated by Lisa Abernathy and/or her agents and employees. I have read and been given a copy of the EQUINE ACTIVITY LIABILITY ACT, Chapter 99e of the North Carolina General Statues.
4. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals beyond that statutorily provided by the above referenced EALA; to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.
5. I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to **relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.**
6. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) **from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional’s (s’) negligence, relating to injuries known, unknown, or otherwise not herein disclosed;** including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any

capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.

7. I also freely and voluntarily enter into the following Mediation and Arbitration Agreement concerning any equine activity incidents relating to or allegedly involving Lisa or Leonard Abernathy and/or their agents and employees.

Mediation with Arbitration if Necessary:

The parties shall endeavor to resolve any dispute arising out of or relating to this AGREEMENT by mediation under the then current *Mediation Rules and Procedures of the Equine Dispute Resolution Service (EDRS)*. *The parties agree to select a Mediator from the EDRS Panel of Mediators.* Any controversy or claim relating to this contract or breach, termination or validity thereof, which remains unresolved for 45 days after the appointment of the EDRS Mediator, shall be settled by arbitration by an EDRS appointed Arbitrator in accordance with the then current *EDRS Arbitration Rules and Procedures, and judgment upon the award rendered by the EDRS Arbitrator may be entered by any court having jurisdiction thereof.*

NOTICE: Wearing an ASTM/SEI approved hard hat is **REQUIRED** for anyone under the age of 18 while riding or driving.

Date: _____

Person voluntarily entering into this Release and Hold Harmless Agreement:

Signature: _____ Date: _____

Printed Name: _____

If minor, person representing himself/herself to the lawful Guardian under this Release and Hold Harmless Agreement:

Guardian Signature : _____

Date: _____

Printed Name of Guardian: _____

Printed Name of Minor: _____

CHAPTER 99E EQUINE ACTIVITY LIABILITY.

SECTION 99E - 1. DEFINITIONS.

As used in this chapter, the term:

(1) 'engage in an equine activity' means participate in an equine activity, assist a participant in an equine activity, or assist an equine activity sponsor or equine professional. The term 'engage in an equine activity' does not include being a spectator at an equine activity, except in cases in which the spectator places himself in an unauthorized area and in immediate proximity to the equine activity.

(2) 'equine' means a horse, pony, mule, donkey, or hinny.

(3) 'equine activity' means any activity involving an equine.

(4) 'equine activity sponsor' means an individual, group, club, partnership, or corporation, whether the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for an equine activity. The term includes operators and promoters of equine facilities.

(5) 'equine professional' means a person engaged for compensation in any one or more of the following:

A. Instructing a participant.

B. Renting an equine to a participant for the purpose of riding, driving, or being a passenger upon the equine.

C. Renting equipment or track to a participant.

D. Examining or administering medical treatment to an equine.

E. Hooftrimming or placing or replacing horseshoes on an equine.

(6) 'inherent risks of equine activities' means those dangers or conditions that are an integral part of engaging in an equine activity, including any of the following:

A. The possibility of an equine behaving in ways that may result in injury, harm, or death to persons on or around them.

B. The unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals.

Inherent risks of equine activities does not include a collision or accident involving a motor vehicle.

(7) 'participant' means any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

SECTION 99E - 2. LIABILITY.

(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 proportion 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 participants 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.

(b) nothing in subsection (a) of this section shall prevent or limit the liability of an equine activity sponsor, 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 track, and knew or should have known that the equipment that the equipment or track was faulty, and such faulty equipment or track proximately caused the injury, damage, or death.

(2) provides the equine and failed to make responsible 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.

(4) commits ant other act of negligence or omission that proximately caused the injury, damage, or death.

(c) 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 under liability provisions as set forth in the products liability laws.