

VICTORY HILL FARM

Please PRINT your last name: _____
Please PRINT today's Date: _____

NAME OF RIDER/HANDLER: _____
ADDRESS: _____

TELEPHONE _____
BIRTHDATE: _____

IN CASE OF ACCIDENT NOTIFY: _____
TELEPHONE: _____

RELEASE AGREEMENT

1.) 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 Statutes.

_____ (Initial if you understand and agree).

2.) In return for horseback riding and horse-handling privileges, I RELEASE VICTORY HILL FARM ("stable") as well as WIMBERLY FARMS SUBDIVISION PROPERTY OWNERS ("Bridle Trail property owners"), it's owners, agents, employees, successors, or assigns from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any damages, both in law and in equity, in any way resulting from personal injuries, conscious suffering, death, or property damage sustained by me arising out of horseback riding and or handling horses while taking horsemanship instruction, training horses, being escorted in trail rides, participating in group jumping, dressage, or equitation lessons, while using the stable's facilities, or while grooming, caring for or exercising horses, or while participating in any of the activities conducted by the Stable and participating in by me, or during the transportation of horses and/or students; and I expressly waive all claims that I may have against the Stable for each and all of the foregoing. The foregoing RELEASE by me from liability includes any losses, damages or injuries resulting to me from the negligence of the Stable, or their agents and from any negligent cause or causes controlled by any of them. _____ (Initial if you understand and agree).

3.) I have sufficient experience with horses to understand the unpredictability and potentially dangerous character of horses generally; and I understand that the use, handling, or riding of a horse always involves a risk of bodily injury to anyone who handles or rides horses, as well as damaging the property of others. I understand that any horse, irrespective of it's training and usual past behavior and characteristics, may act or react unpredictably at times, based upon instinct or fright, which, likewise, is an inherent risk assumed by me when I am handling or riding a horse. I voluntarily and freely choose to incur such risk or risks and the dangers involved or resulting. _____ (Initial if you understand and agree).

4.) I promise to exercise the highest standard of care in being watchful and alert for potential

PLEASE COMPLETE ALL THREE PAGES OF THIS FORM

*Victory Hill Farm * 3804 Mason rd. New Hill, N.C. 27562* 919 363-1897*

dangers to myself, the horse and equipment, to other persons, and to the property of others, so that no injuries or losses shall occur. I agree that I will not institute any suit or action at law, or otherwise, against VICTORY HILL FARM ("Stable") as well as WIMBERLY FARMS SUBDIVISION PROPERTY OWNERS ("Bridle Trail property owners"), it's owners, agents, employees, successors or assigns, and that I will not initiate or assist in the prosecution of any claim for damages or other cause of action which I, or my heirs and relatives, executors or administrators may have by reason of injury to my person or to my property arising from negligence or to the negligent activities of the Stables contemplated by this Agreement. _____
(Initial if you understand and agree).

5.) I also promise to exert every effort to control the horse which I may be riding as well as other horses in my presence so that no bodily injury or property damage is inflicted upon others; and I agree for myself, my heirs and relatives, personal representatives, and assigns to indemnify and hold harmless VICTORY HILL FARM ("Stable") as well as WIMBERLY FARMS SUBDIVISION PROPERTY OWNERS ("Bridle Trail property owners") it's owners, agents, employees, successors or assigns from any and all losses, claims, demands, actions, or proceedings of any kind which may be initiated by me or by any other person or organization on my behalf or on the behalf of others relying on my right or entitlement; and as part of, this indemnity and hold harmless, I include reimbursement of all legal costs and reasonable counsel fees incurred by the Stable, other indemnified parties, or any of them, for the defense to any such action which may here after arise directly or indirectly from my actions while engaged in the activities contemplated by this Agreement. _____ (Initial if you understand and agree).

6.) I agree and acknowledge that the terms and conditions of the above provisions, including my ASSUMPTION OF RISK, my RELEASE FROM LIABILITY, my COVENANT NOT TO SUE, and my INDEMNITY AND HOLD HARMLESS shall continue in full force and effect at all times during which I am engaged as a rider/handler of the Stable, and my agreement shall be binding upon my heirs and relatives, personal representatives, and the assigns of me or my estate. _____ (Initial if you understand and agree).

Signature of RIDER/HANDLER: _____

MINORS MUST HAVE THE FOLLOWING LIABILITY SIGNED BY THEIR PARENTS OR LEGAL GUARDIANS.

We, the undersigned, parents of _____ for and in consideration of our child's participation at VICTORY HILL FARM state that we have read the waiver, release and hold harmless agreement written above and we expressly **agree that the terms and conditions of said waiver, release and hold harmless agreement shall apply to and be binding upon us and our minor child insofar as it pertains to his or her participation and to any injury or damage said minor child or his or her horse may sustain or cause as a result of said participation. We further warrant we have health and accident insurance on said minor.**

I declare under penalty of perjury that the foregoing is true and correct

Executed this _____ day of. ____ 20__ in New Hill, North Carolina.

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*Victory Hill Farm * 3804 Mason rd. New Hill, N.C. 27562* 919 363-1897*

MOTHER _____

FATHER. _____

**NAME OF GUARDIAN or
SPONSOR:** _____

**PHONE NUMBER
(S):** _____

I do acknowledge that I have read the foregoing paragraphs and know and understand the content thereof.

SIGNATURE(S): _____

DATE: _____

This Release and Waiver of Liability extends to claims which were known at the time this document was signed, but if known would have materially affected the decision to enter into this agreement.