

**Waiver & Informed Consent to Participate in Equestrian Activities**

**NOTICE: Please read this document before signing. Signing this document affirms that you have read it & understand it in its entirety. If you have any questions, please ask before signing.**

**WARNING!**

**Under North Carolina Law, an equine activity sponsor or equine professional is not liable for an injury or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of North Carolina Statutes**

This RELEASE of LIABILITY is made & entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by & between Mackenzie Ring & Empire Equestrian, LLC., hereinafter designated Trainer, & \_\_\_\_\_, hereinafter designated Rider, & if Rider is a minor, Rider's parent or guardian, \_\_\_\_\_. In return for the use, today & on all future dates of the property, facilities, & services of Trainer, the Rider, his/her heirs, assigns, & legal representatives, hereby expressly agree to the following:

1. Rider agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE RIDER'S USE OF OR PRESENCE UPON TRAINER'S AND/OR MANAGER'S PROPERTY AND FACILITIES including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions, with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person
2. Rider agrees to hold Trainer and/or Manager & all of their successors, assigns, subsidiaries, affiliates, officers, directors, employees & agents completely harmless & not liable & release them from all liability whatsoever & AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Rider's use of or presence upon Trainer's and/or Manager's property & facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, wilful & wanton negligence of the Trainer and/or Manager.
3. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, materials or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
4. Rider agrees to indemnify & defend Trainer and/or Manager against, & hold them harmless from, any & all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the Rider's use of or presence upon the Trainer's and/or Manager's property & facilities
5. Rider agrees to abide by all of Trainer's & Manger's rules & regulations.
6. If Rider is using his/her horse, the horse shall be free from infection, contagious or transmissible disease. Trainer and/or Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
7. This contract is non-assignable & non-transferable & is made & entered into the State of North Carolina, & shall be enforced & interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null & void. When the Trainer, Manager, & Rider & Rider's parent or guardian, if Rider is a minor, signs this contract, it will then be binding on all parties, subject to the above terms & conditions.

\_\_\_\_\_  
Rider's Signature

\_\_\_\_\_  
Trainer's Signature

\_\_\_\_\_  
Rider's Parent/Guardian (if Rider is a minor)

\_\_\_\_\_

Rider's Address

Rider's Phone #