

Horseback Riding Liability Release & Acceptance of Terms & Conditions

STABLE NAME: Dead Broke Farm, LLC, hereinafter known as “DBF”
 6921 Wildlife Trail
 Raleigh, NC 27613

A. **REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE** I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in horse rental services and / or equestrian services and / or guide and outfitter services provided by DBF.

| PARTICIPANT NAME (Please Print Name) | AGE (If under 18) | Weight Over 200 lbs? | HORSE RIDING EXPERIENCE (Check one that applies) |
|--|--|-----------------------------|---|
| 1. _____ | 2. Age _____ 3. Date of Birth _____ | 4. _____ YES 5. _____ NO | 5. _____ BEGINNER (under 25 hours) _____ OVER 25 HOURS |
| 6. Does participant have any physical or mental condition(s), which may affect his / her ability to ride a horse? YES NO (Circle One) | | | |
| 7. If you circled “YES”, how can we help this participant with his / her special needs? | | | |
| 8. MEDICAL INSURANCE I / WE AGREE THAT: Should medical treatment be required, I and / or my medical insurance <u>shall pay</u> for ALL such incurred expenses. | | | |
| My medical insurance company is _____ My policy number is _____ <input type="checkbox"/> I don't carry medical insurance. | | | |

B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** This agreement shall be legally binding upon me the registered participant, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of DBF'S physical location. This agreement is intended to be valid and binding at all times now and in the future when DBF permits me (directly or indirectly) to enter DBF'S property, be on DBF'S property, be near any horse, receive instruction or guidance from its associates and / or when I ride and / or am near horses on or off of DBF'S property. Any disputes by the participant shall be litigated in, and venue shall be the county in which DBF is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or work conflicts with state law, then that single part is null and void. The terms “HORSE” AND “EQUINE” herein shall refer to all equine species. The terms “I”, “WE”, “ME”, “MY” shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

C. **INHERENT RISKS / ASSUMPTION OF RISK** I ACKNOWLEDGE THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to, Stopping short; Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume other not mentioned above. I am not relying on DBF to list all possible risks for me.

D. **WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES** I / WE ACKNOWLEDGE THAT: The participant may be taking part in a “WILDERNESS EXPERIENCE” that may be hazardous to people. I / WE ACKNOWLEDGE THAT The meaning of “WILDERNESS EXPERIENCE” is defined as the pursuit of activity in a natural and / or wild and / or rugged and / or uncultivated area or region, as of forest and / or hills and / or mountains and / or plains and / or wetlands, which would likely be uninhabited by people and inhabited by wild animals of many types and species to include, but not limited to, mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and also wandering at their will. I / WE ACKNOWLEDGE THAT: DBF is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. **SOME EXAMPLES ARE:** Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on DBF to list all possible conditions for me. **The participant and parent or legal guardian have inspected DBF'S facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon DBF'S premises.**

E. **CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING** I / WE ACKNOWLEDGE THAT: When approaching, mounting and riding horses, I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. **SOME EXAMPLES ARE:** Cameras, cell phones, hats not securely fastened under chin, toys, purses. When near or riding a horse, participants must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways.

F. **SADDLE GIRTH LOOSENING WARNING** I / WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around the horse's belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse.

- G. **PROTECTIVE HEADGEAR / HELMET WARNING AND OFFERING: I / WE AGREE THAT:** I for myself and on behalf of my child and / or legal ward have been fully warned and advised by DBF that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, handling, and / or being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. **I / WE ACKNOWLEDGE THAT:** DBF has offered me, and my child and / or legal ward if applicable, protective headgear / helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. **I / WE ACKNOWLEDGE THAT:** Once provided, if I choose to wear the protective headgear / helmet offered that I / WE will be responsible for properly securing the headgear / helmet on the participant's head at all times. **I am not relying on DBF and / or its associates to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time nor or in the future.**
- H. **DBF'S PROTECTIVE HEADGEAR / HELMET POLICY** I understand and agree that DBF requires riders to wear ASTM Standard F 1163 Protective Headgear / Helmet according to the following requirements.

| <u>Rider Age</u> | <u>Protective Headgear / Helmet Requirement</u> |
|----------------------|---|
| 5 Yrs and Younger | For their Safety, children 5 yrs old and younger may not ride alone when participating in horse rental & trail riding equestrian services. |
| 6 Yrs through 17 Yrs | Must wear the protective headgear / helmet. |
| 18 Yrs and Older | Must choose to wear or not wear the protective headgear / helmet by checking the acceptance or refusal box that follows. |

I. PROTECTIVE HEADGEAR / HELMET ACCEPTANCE OR REFUSSAL SELECTION FOR RIDERS 18 YEARS AND OLDER

✓ **Check your choice:**

- PROTECTIVE HEADGEAR / HELMET ACCEPTANCE:** I / WE request for this participant to wear protective headgear / helmet which DBF provides, and I / WE will be solely responsible for securing the headgear / helmet on the participant's head.
- PROTECTIVE HEADGEAR / HELMET REFUSAL:** I / WE refuse for this participant to wear any type of protective headgear / helmet and / or will provide MY / OUR own. I / WE assume full responsibility for MY / OUR safety in this decision.

- J. **LIABILITY RELEASE I AGREE THAT:** In consideration of DBF allowing my participation in this activity, under the terms set forth herein, I for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge DBF, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of the premises and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, 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 DBF'S ordinary negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against DBF and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of DBF, to include while riding, handling, or otherwise being near horses owned by me or owned by DBF, or in the care, custody or control of DBF, whether on or off the premises of DBF, but not limited to being on DBF'S premises.
- K. **EQUINE ACTIVITY LIABILITY ACT [EALA] WARNING OR LANGUAGE:** 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. I acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE.
- L. **OTHER TERMS & CONDITIONS:** No refunds will be given for any reason. Children must be at least 6 years old or older to ride on their own.

Participants, Parents, or Legal Guardians must sign below after reading and completing this entire document.

SIGNER STATEMENT OF AWARENESS

I / WE, THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ACCEPTANCE OF DBF'S TERMS AND CONDITIONS. I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I / WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

SIGNATURE OF PARTICIPANT (Spouses must sign for themselves.)

DATE

SIGNATURE OF PARENT OR GUARDIAN

DATE

Address in Full _____ Mobile # _____ Other # _____

E-mail _____

PERSON TO CONTACT IN CASE OF EMERGENCY

RELATIONSHIP TO PARTICIPANT

() _____
PHONE NUMBER