

Waiver and Release From Liability Document

Chapel Hill Equestrian, LLC (CHE)
Rider Information

Rider's Name (name all persons in family who may ride)

Parent or Guardian Name:

Address:

Rider's Phone	_____	Parent's Phone	_____
Rider's Email	_____	Parent's Email	_____
Home Phone	_____	Cell Phone	_____
Work Phone	_____	School Attending	_____

Medical Conditions/Medications that CHE should be made aware of:

The rider(s) is covered by accident-medical insurance and will remain so insured for the duration of the participation in the equine activities at CHE.

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 risk of equine activities per Chapter 99 E of the North Carolina General Statutes.

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Disclosure of Risk and Agreement

I, _____ (adult 's name), the undersigned for myself or on behalf of my child as parent or legal guardian of the person named herein, do voluntarily request to participate in Equine Activities sponsored by Chapel Hill Equestrian, LLC (referred hereinafter to as CHE), and the Participant's family members, friends, or acquaintances may be present from time to time on the premises of CHE. For the purposes of this contract, the person participating in the Equine Activities shall be referred to as the "Participant".

Equine Activities include, but are not limited to:

- I. Equine shows, fairs, competitions, performances or parades that involve any or all breeds of equines (i.e., horses, ponies, mules, donkeys, or hinnies).
- II. Any equine disciplines, including but not limited to, dressage, hunter and jumpers, grand prix jumping, three day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, hunter trials and pacers, endurance riding, trail riding, gymkhanas, western pleasure, western games, and fox hunting.
- III. Equine care to include, but not limited to, catching, leading, grooming, treating, evaluating, or teaching activities.
- IV. Boarding equines
- V. Riding, inspection or evaluation of an equine belonging to another whether or not the owner has received some monetary consideration or other item of value for the use of the equine, or is permitting a prospective purchaser of the equine to ride, inspect or evaluate the equine.
- VI. Rides, trips, hunts or other equine activity, however informal or impromptu that are sponsored by CHE.
- VII. Being in physical proximity to an equine, and subject to the dangers and conditions that are otherwise an integral part of the above equine activities.
 - 1) The undersigned acknowledges, understands, and voluntarily assumes the inherent risks of Equine Activities, meaning those dangers or conditions that are an integral part of engaging in an Equine Activity, including but not limited to 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.
 - c. The hazards of surface and subsurface conditions.
 - 2) The Participant agrees and recognizes there are risks associated with being on the premises of CHE, and these risks include, but are not limited to loose boards, loose nails, sharp objects, electric fences, mechanical equipment, gas-and electric powered equipment, tools, farm animals, vehicular traffic, unlocked horse trailers,

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heavy items, power lines, open creek with variable water levels, and the like. The Participant shall not be permitted on the premises unless directly supervised by an adult or by an instructor, if the Participant is under the age of 16 years.

- 3) The undersigned further understands that in dealing with an equine, CHE is not responsible for the result of the Participant's actions or inactions and the results thereof.
- 4) The Participant agrees not to abuse or deliberately agitate the equine, as these actions result in increased risk to the Participant and others.
- 5) The Participant has been advised to purchase and wear an ASTM/SEI approved helmet, while engaged in all Equine Activities as to avoid horse related injuries.
- 6) The Participant agrees to abide by all rules and regulations for equine activities established by CHE from time to time, and to convey these rules and regulations to friends, family members, and acquaintances who may accompany Participant to CHE.
- 7) The undersigned agrees not to bring guests, family members, or acquaintances (hereinafter "Guest") to CHE unless the Guest, or his/her legal guardian or parent, fills out and signs this Waiver and Release From Liability document, and the undersigned agrees to ensure that any Guest has this document executed at the time of arrival to CHE.

Release from Liability and Waiver of Right to Sue

The undersigned agrees that CHE, its owners, directors, agents, contractors, and employees (whether paid or volunteer) and any other and all other persons, firms, corporations, owners and lessees of any property or land on which Equine Activities are conducted shall not be liable for an injury to or the death of a Participant or for damage to personal property, resulting from Equine Activities sponsored by CHE.

The undersigned further agrees that the Participant or Participant's representative shall not maintain an action against or recover from CHE, its owners, directors, agents, contractors and employees (whether paid or volunteer) for injury, loss, damage or death of the Participant or for personal property damage, resulting from Equine Activities.

The undersigned further agrees that CHE, its owners, directors, agents, contractors, or employees (paid or volunteer), shall be held harmless and not liable for personal injury or property damage resulting from activities other than Equine Activities, while that Participant, his/her representative, family members, acquaintances or friends thereof, are present on the premises of CHE, whether they are business invitees, trespassers, or guests of CHE.

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Helmet and Barn Rules Awareness:

CHE requires all riders wear an ASTM/SEI approved riding helmet. I have read the Barn Rules and will abide by them as well as inform friends and family who come to visit with the rider.

Signatures

The undersigned has read and fully understands the aforementioned disclosures, agreements and releases and hereby agrees to its terms.

Participant (Print all names of any family members who may be on premises)

Parent or Legal Guardian (Print)

Parent or Legal Guardian (Signature)

(Date)_____

Received and Accepted by Chapel Hill Equestrian, LLC.
Signature of CHE representative

(Date)_____